

**MONTGOMERY COMMUNITY COLLEGE
BOARD OF TRUSTEES
AGENDA**

The regular meeting of the Montgomery Community College Board of Trustees will be held on Wednesday, August 14, 2019 at 7:00 p.m. in the Montgomery Community College Boardroom. Committee meetings will begin at 5:30 p.m.

Call to Order Claudia Bulthuis, Chairman

Welcome.....Claudia Bulthuis

Approval of the Agenda – (Action).....Claudia Bulthuis

Board of Ethics Reminder.....Claudia Bulthuis

In keeping with MCC Board Policy 1.4 Conflict of Interest and Chapter 138A of the North Carolina Board of Ethics, any potential or actual conflicts of interest with matters coming before the Board of Trustees should be declared. Having reviewed our agenda for this evening’s meeting, are there any conflicts or potential conflicts of interest to be announced? If so, please state them at this time.

Oath of Office for Kerry Hensley and Katie Dunlap.....Claudia Bulthuis

Oath of Office for Claudia Bulthuis.....Gordon Knowles

Election of OfficersClaudia Bulthuis

Apprenticeship Recognitions Dr. Chad Bledsoe

Approval of June Board and Committee Minutes– Appendix A (Action)Claudia Bulthuis

Standing Committees

Budget & Finance Committee.....Susan Hershberger, Chairman

- June and July Financial Reports – **Appendix B-1 (Action)**..... Jeanette McBride
- June Foundation Fund Statements – **Appendix B-2**..... Korrie Ervin
- Grants Update – **Appendix B-3**..... Korrie Ervin
- In-Kind Donation Report – **Appendix B-4 (Action)** Korrie Ervin
- Foundation Update..... Korrie Ervin

Building & Grounds Committee.....Gordon Knowles, Chairman

- Facilities Report – **Appendix C-1** Jeanette McBride
- Construction Update – **Appendix C-2** Dr. Chad Bledsoe
 - FirstHealth Lease – **Appendix C-3 (Action)**
 - Blair Hall Renovations Construction Award Letter – **Appendix C-4**
 - Heating and Air for IT Server Room – **Appendix C-5 (Action)**
 - Grading Behind Building 500 – **Appendix C-6 (Action)**
 - Shooting Range Expansion – **Appendix C-7 (Action)**

- Maintenance Building Update

Personnel Committee..... Gelynda Capel, Chairman

- **Personnel Appointments**
 - Distance Learning Coordinator – **Appendix D-1**
 - Welding Instructor – **Appendix D-2**
 - Masonry Instructor – **Appendix D-3**
 - Chemistry/Biology Instructor – **Appendix D-4**
 - Facility Maintenance Instructor – **Appendix D-5**
 - Sustainable Agriculture Instructor – **Appendix D-6**
- **Notice of Resignation**
 - Electrical/Industrial Systems Technology Instructor – **Appendix D-7**
 - Mathematics Instructor – **Appendix D-8**
- Student Success and Retention Specialist Job – **Appendix D-9 (Action)**

Curriculum/Student Services Committee..... Bill Price, Chairman

- Update from Vice President of Instruction – **Appendix E-1** Lee Proctor
 - Continuing Education – **Appendix E-2** Lee Proctor
 - 2018-2019 Class Visitation Report – **Appendix E-3**..... Lee Proctor
- Update from Vice President of Student Services – **Appendix E-4**..... Beth Smith
- MCEC and MCC MOU – **Appendix E-5 (Action)** Dr. Chad Bledsoe

Legislative/Public Relations Committee Paula Covington, Chairman

- Legislative Update Dr. Chad Bledsoe
 - Proposed Amendment of 1D SBCCC 400.2 – Admission to Colleges – **Appendix F-1**
 - Proposed Amendment of 1G SBCCC 200.1 – General Provisions – **Appendix F-2**
 - Proposed Amendment of 1E SBCCC 700.4 - College Access Parking Security Fees– **Appendix F-3**
 - Proposed Adoption of 1B SBCCC 100.1 – Definitions – **Appendix F-4**
 - Proposed Amendment of 1B SBCCC 200.3 - Establishing Multi-Campus Centers – **Appendix F-5**
- Public Relations/Marketing Update – **Appendix F-6** Michele Haywood

Institutional Status Committee..... Dr. Johnny McKinnon, Chairman

- Board Policy Manual Dr. Chad Bledsoe
 - Section 4 – **Appendix G-1 – First Reading**
 - Policy 2.3.11, Public Information Policy – **Appendix G-2 – First Reading**
- Strategic Plan Report 2020-2025 Carol Holton

SGA Report – Appendix H..... Cole McQuinn, SGA President

President’s Report – Appendix I..... Dr. Chad Bledsoe

Chairman’s ReportClaudia Bulhuis

- Calendar of Events – **Appendix J**
 - Foundation Dinner and Raffle – September 6, 2019

Adjourn – (Action)Claudia Bulhuis

Minutes

Regular Meeting of the Board of Trustees Montgomery Community College

Wednesday, June 12, 2019

Call to Order

The regular meeting of the Board of Trustees of Montgomery Community College was called to order at 7:05 p.m. in the College Boardroom by Claudia Bulthuis, Chairman, with the following members present:

Present

Phil Absher
Claudia Bulthuis
Gelynda Capel
Paula Covington
George Gilbreath
Robert Harris

Susan Hershberger
Gordon Knowles
Andrea Marshall
Johnny McKinnon
Bill Price

Absent

Susan Eggleston

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; Dr. Heather Seawell, Principal of the Early College; Wade Auman, Director of Secondary Education/CTE; Monette Ayers, Director of NC Works Center; and Courtney Atkins, Assistant to the President.

Welcome

Mrs. Bulthuis welcomed all in attendance including, Monette Ayers, Director of NC Works Center; Dr. Heather Seawell, Principal of the Early College; and Wade Auman, Director of Secondary Education/CTE.

Approval of the Agenda - Action

Mr. Knowles made a motion, seconded by Mr. Price, to approve the agenda for the June 12, 2019 meeting with the addendum for the Building and Grounds Committee to include an action item for the Blair Hall Construction Bids. The motion carried.

Board of Ethics

Mrs. Bulthuis read the ethics statement, reminding the Board of Chapter 138A of the State Government Ethics Act and the Montgomery Community College Board Policy 1.4 Conflict of Interest, and asked if there were any potential or actual conflicts of interest.

No conflicts of interest were declared.

Board Presentation – Amy Friery, Department Chair of Human Services

The Board received a presentation from Amy Friery, Department Chair of Human Services.

Approval of June Board Meeting Minutes– Appendix A

Mr. Price made a motion, seconded by Mr. Knowles, to approve the June Board Meeting minutes. The motion carried.

STANDING COMMITTEE REPORTS

Budget and Finance Committee – Susan Hershberger, Vice Chairman

The Budget and Finance Committee met earlier this afternoon (see attached minutes – Attachment A) and Mrs. Hershberger reported from the committee the following items:

- The committee reviewed the June and July financial reports presented by Mrs. McBride. The committee approved, and Mrs. Hershberger made a motion to approve, the June and July financial reports as a matter of information. Coming from committee, this required no second. The motion carried.
- The committee received an update on the June Foundation Funds Statement presented by Mrs. Ervin.
- The committee received a Foundation update provided by Mrs. Ervin.

Building and Grounds Committee – Gordon Knowles, Chairman

The Building and Grounds Committee met earlier this afternoon (see attached minutes – Attachment B) and Mr. Knowles reported from the committee the following items:

- The committee reviewed Appendix C-1, the Facilities Report.
- The committee reviewed Appendix C-2, an update on the Construction and Building Projects Timeline.
- The committee received an update on the potential leased space for Fall.
- The committee received an attachment on the Blair Hall (Building 100) Interior Renovations construction bids. Discussion was held on bid amounts and alternates for this project and the committee discussed requesting an additional \$400,000 in Connect NC Bond Funds to accept the low bidder, H.M. Kern Corporation contractor, and alternates for this project. Coming from committee, this required no second. The motion carried.

Personnel Committee – Gelynda Capel, Chairman

The Personnel Committee met earlier this afternoon (see attached minutes - Attachment C) and Mrs. Capel reported from the committee the following items:

- The committee received Appendix D-1, the personnel appointment form for Corina Hill, Distance Learning Coordinator.
- The committee received Appendix D-2, the Student Success and Retention Specialist job description. The committee approved, and Mrs. Capel made a motion to approve, the job description for the Student Success and Retention Specialist. Coming from committee, this required no second. The motion carried.

Curriculum/Student Services Committee – Bill Price, Chairman

The Curriculum/Student Services Committee met earlier this afternoon (see attached minutes – Attachment D) and Mr. Price reported from the committee the following items:

- The committee received an update regarding Instruction from Mr. Proctor.
- The committee received an update regarding Continuing Education from Mr. Proctor.
- The committee received the 2018-2019 Class Visitation Report.
- The committee received an update regarding Student Services from Mrs. Smith.

Legislative/Public Relations Committee – Andrea Marshall, Chairman

The Legislative/Public Relations Committee met earlier this afternoon (see attached minutes- Attachment E) and Mrs. Marshall reported from the committee the following items:

- The committee received a Legislative update from Dr. Bledsoe.
- The committee received a Public Relations/Marketing update from Michele Haywood.

Institutional Status Committee – Dr. Johnny McKinnon, Chairman

The Institutional Status Committee met earlier this afternoon (see attached minutes- Attachment F) and Dr. McKinnon reported from the committee the following items:

- The committee received Section 3, Part 3.3 and Part 3.4 and Policy 2.2.3, Facility Use of the Board Policy Manual as second reading. The committee approved, and Dr. McKinnon made a motion to approve, Section 3, Part 3.3 and Part 3.4 of the Board Policy Manual and Policy 2.2.3, Facility Use. Coming from committee, this required no second. The motion carried.

President’s Report – Dr. Chad Bledsoe – Appendix H

Dr. Bledsoe reported on activities since the last meeting and upcoming activities as noted in Appendix H. In addition to his report, he noted the following:

- Dr. Bledsoe presented the college budget to the County Commissioners.
- Dr. Bledsoe held a strategic planning meeting.
- Dr. Bledsoe held a Tarheel challenge meeting.
- Administration has held several meetings to discuss the five year review.

Chairman’s Report – Claudia Bulthuis, Chairman – Appendix J

Mrs. Bulthuis presented Appendix J, the calendar of events; she noted the following:

- There will be a committee formed to complete the design and contents of the Board of Trustees Handbook.
- Mrs. Bulthuis recognized two Trustees for their time serving on the Board. Andrea Marshall has served on the Board for 24 years and Susan Eggleston has served on the Board for four years; Mrs. Eggleston was unable to attend the meeting. Mrs. Bulthuis presented a coffee mug with the MCC logo on it as recognition of the time they have served.
- The Board of Education has appointed Kerri Hensley and she will be joining the Board in August, 2019.
- Graduation is set for May 6, 2020 at 7:00 p.m.

There being no further business, Mr. Knowles made a motion, seconded by Mr. Price, to adjourn the meeting at 7:41 p.m. The motion carried.

Claudia Bulthuis, Chairman

Budget & Finance Committee Minutes

The Budget & Finance Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 5:31 p.m. in the College Boardroom.

Present

Susan Hershberger, Vice Chairman
Phil Absher
Gordon Knowles
Claudia Bulthuis

Absent

Susan Eggleston, Chairman

Others Present

Gelynda Capel
Paula Covington
George Gilbreath
Robert Harris
Andrea Marshall
Johnny McKinnon
Bill Price

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

Committee roll was taken by Vice Chairman Hershberger, and all committee members were present except Susan Eggleston, Chairman.

May Financial Reports – Appendix B-1 – Jeanette McBride

Mrs. McBride presented Appendix B-1, the May Financial Reports.

- As of May 31, 2019, County fund expenditures were \$696,355 or, 90% of the budget.
- As of May 31, 2019, there were \$262,714 available for Capital Expenditures.
- As of May 31, 2019, State funds expenditures were \$6,730,181 or, 89% of the budget. Mrs. McBride noted that there are several large equipment orders that will be expensed in June.
- As of May 31, 2019, the Institutional Fund balance was \$699,825.
- As of May 31, 2019, the balance in the STIF account was \$194,337.

Mr. Absher made a motion, seconded by Mr. Knowles, to approve the May Financial funds report. The motion carried.

April Foundation Fund Statement – Appendix B-2 – Korrie Ervin

Mrs. Ervin presented Appendix B-2, the April Foundation Fund Statement. As of April 30, 2019, the balance of Foundation Funds totaled \$3,771,210. There was a market gain of \$88,000 for the month of April. Summer scholarships totaled \$11,000 which will be paid during the month of June.

Foundation Update – Korrie Ervin

Mrs. Ervin gave a Foundation Update. Each Trustee received an envelope containing a brochure and tickets for the Foundation Raffle that will be held on September 6, 2019, at the James Garner Center. The theme for the raffle will be Country Nights.

Letter from State Auditor – Appendix B-3

Dr. Bledsoe presented Appendix B-3, a letter from the State Auditor. Montgomery Community College received a clean audit for financial services. A full copy of the audit was available at the meeting.

There being no further business, the meeting adjourned at 5:41 p.m.

Building & Grounds Committee Minutes

The Building & Grounds Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 5:41 p.m. in the College Boardroom.

Present

Gordon Knowles, Chairman
Claudia Bulthuis, Vice Chairman
Gelynda Capel
Robert Harris
Johnny McKinnon

Absent

Others Present

Phil Absher
Paula Covington
George Gilbreath
Susan Hershberger
Andrea Marshall
Bill Price

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

There was an addendum for the Building and Grounds Committee to include an action item on the Blair Hall Construction Bids.

Mr. Knowles, Chairman, called the meeting to order.

Committee roll was taken by Chairman Knowles, and all committee members were present.

Facilities Report – Appendix C-1 – Jeanette McBride

Mrs. McBride presented Appendix C-1, the facilities report. She reported that a new freezer has been installed in Taxidermy.

Construction Update – Appendix C-2 – Dr. Chad Bledsoe

Dr. Bledsoe presented Appendix C-2, the Construction Update timeline. The first phase of renovations on Blair Hall is now complete. Additionally, the HVAC replacement in Capel Hall is complete and in Blair Hall, the HVAC replacement on third hall is in progress. Bids will close on June 13, 2019, for the Maintenance Building that was approved at the May, 2019 Board meeting.

Blair Hall Construction Bids – Dr. Chad Bledsoe – (Action)

Dr. Bledsoe gave an update on the construction bids for Blair Hall. An attachment was presented to the Trustees and discussion was held on bid amounts and alternates for this project.

Mr. Harris made a motion, seconded by Mrs. Bulthuis, to approve the amendment of the 3-1 for Blair Hall, (Building 100) interior renovations, HVAC & roof, to request an additional \$400,000 in Connect NC Bond Funds to accept the low bidder, H.M. Kern Corporation contractor, and alternates for this project. The motion carried.

There being no further business, the meeting adjourned at 5:58 p.m.

**Personnel Committee
Minutes**

The Personnel Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 5:58 p.m. in the College Boardroom.

Present

Gelynda Capel, Chairman
Phil Absher, Vice Chairman
Paula Covington
George Gilbreath
Claudia Bulthuis

Absent

Others Present

Robert Harris
Susan Hershberger
Gordon Knowles
Andrea Marshall
Johnny McKinnon
Bill Price

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

Mrs. Capel, Chairman, called the meeting to order.

Committee roll was taken by Chairman Capel, and all committee members were present.

Notice of Resignation – Appendix D-1

The Committee received Appendix D-1, the notice of resignation from Dee Blake for the position of Distance Learning Program Assistant.

Personnel Appointment – Appendix D-2

The Committee received Appendix D-2, the personnel appointment form for Monette Ayers, NC Works Career Center Director.

2019-2020 Contract Renewals – Appendix D-3

Dr. Bledsoe presented Appendix D-3, the 2019-2020 contract renewals.

President's Contract Renewal – Appendix D-4 – (Action)

Mrs. Bulthuis presented Appendix D-4, the President's Contract Renewal. She recommended a four year contract beginning on the start date of July 1, 2019. The new contract will replace Dr. Bledsoe's current contract on July 1, 2019, and on that date, his current contract will become null and void.

Mr. Absher made a motion, seconded by Mr. Gilbreath, to approve the President's Contract Renewal for an effective start date of July 1, 2019; and on July 1, 2019, the previous contract will become null and void. The motion carried.

Presidents' Salaries and Supplements – Appendix D-5

Mrs. Bulthuis presented Appendix D-5, the list of Presidents' Salaries and Supplements.

Blanket Travel Authorization – Appendix D-6 – (Action)

Mrs. Capel presented Appendix D-6, the Blanket Travel Authorization form for Dr. Bledsoe.

Mr. Gilbreath made a motion, seconded by Mr. Absher, to approve the Blanket Travel Authorization form for Dr. Bledsoe. The motion carried.

Educational Technical Assistant Request – Appendix D-7 (Action)

Mrs. Capel presented Appendix D-7, the request for an Educational Technical Assistant position.

Mrs. Covington made a motion, seconded by Mr. Gilbreath, to approve the request for the position of an Educational Technical Assistant. The motion carried.

Distance Learning Coordinator Request – Appendix D-8 (Action)

Mrs. Capel presented Appendix D-8, the request for a Distance Learning Coordinator position.

Mrs. Covington made a motion, seconded by Mr. Absher, to approve the request for the position of a Distance Learning Coordinator. The motion carried.

There being no further business, the meeting adjourned at 6:11 p.m.

**Curriculum/Student Services Committee
Minutes**

The Curriculum/Student Services Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 6:11 p.m. in the College Boardroom.

Present

Bill Price, Chairman
Andrea Marshall, Vice Chairman
Susan Hershberger
Claudia Bulthuis

Absent

Susan Eggleston

Others Present

Phil Absher
Gelynda Capel
Paula Covington
George Gilbreath
Robert Harris
Gordon Knowles
Johnny McKinnon

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

Mr. Price, Chairman, called the meeting to order.

Committee roll was taken by Chairman Price, and all committee members were present except Susan Eggleston.

Update from Vice President of Instruction – Appendix E-1 – Lee Proctor

Mr. Proctor gave an update on Instructional Activities as presented in Appendix E-1.

Update on Continuing Education – Appendix E-2 – Lee Proctor

Mr. Proctor gave an update on Continuing Education activities as presented in Appendix E-2.

Update from Vice President of Student Services – Appendix E-3 – Beth Smith

Mrs. Smith gave an update on Student Services activities as presented in Appendix E-3.

Perkins Fund Allocations – Appendix E-4 – Dr. Chad Bledsoe

Mr. Proctor gave an update on Appendix E-4, the Perkins Fund Allocations. The estimated planning allocation for Montgomery Community College is \$54,563.

There being no further business, the meeting adjourned at 6:19 p.m.

**Legislative/Public Relations Committee
Minutes**

The Legislative/Public Relations Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 6:19 p.m. in the College Boardroom.

Present

Andrea Marshall, Chairman
Paula Covington, Vice Chairman
Bill Price
Claudia Bulthuis

Absent

Others Present

Phil Absher
Gelynda Capel
George Gilbreath
Robert Harris
Susan Hershberger
Gordon Knowles
Johnny McKinnon

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

Mrs. Marshall, Chairman called the meeting to order.

Committee roll was taken by Chairman Marshall, and all committee members were present.

Legislative Update – Appendix F-1, F-2, F-3 and F-4 – Dr. Chad Bledsoe

Dr. Bledsoe presented Legislative Updates located in Appendix F-1, F-2 and F-3.

Appendix F-1 is a proposed amendment of 1H SBCCC 200, Allocation of Funds. The proposed change will delegate authority to the System President to approve certain budget allocations to colleges, as recommended by the SBCC Governance Committee.

Appendix F-2 is a proposed adoption of 1A SBCCC 200.6, Delegation of Contractual Authority. The proposed adoption will delegate authority to the System President to execute contracts, as recommended by the SBCC Governance Committee.

Appendix F-3 is a proposed amendment of 1H SBCCC 400.4, Capital Project Approval and Obtaining Capital Funds. The proposed change will codify the System President's authority to approve certain actions related to college capital improvement projects, as recommended by the SBCC Governance Committee.

Dr. Bledsoe presented Appendix F-4, the Senate Budget Update. This update details priorities and provisions related to the Community College system.

Public Relations/Marketing Update – Michele Haywood – Appendix F-5

Mrs. Haywood presented Appendix F-5, the Public Relations/Marketing Update. She presented a series of videos on financial aid that will be helpful to new students.

There being no further business, the meeting adjourned at 6:26 p.m.

**Institutional Status Committee
Minutes**

The Institutional Status Committee of the Board of Trustees of Montgomery Community College met on Wednesday, June 12, 2019 at 6:26 p.m. in the College Boardroom.

Present

Johnny McKinnon, Chairman
George Gilbreath, Vice Chairman
Robert Harris
Claudia Bulthuis

Absent

Others Present

Phil Absher
Gelynda Capel
Paula Covington
Susan Hershberger
Gordon Knowles
Andrea Marshall
Bill Price

Also present were Dr. Chad Bledsoe, President; Beth Smith, Vice President of Student Services; Jeanette McBride, Vice President of Administrative Services; Lee Proctor, Vice President of Instruction; Michele Haywood, Public Information Officer; Korrie Ervin, Director of Resource Development; Carol Holton, Director of Institutional Effectiveness/SACSCOC Liaison; and Courtney Atkins, Assistant to the President.

Dr. McKinnon, Chairman, called the meeting to order.

Committee roll was taken by Chairman McKinnon, and all members were present.

Section 3, Part 3.3 and 3.4 of the Board Policy Manual – Appendix G-1 – Second Reading – (Action)

Appendix G-1, Section 3, Part 3.3. and Part 3.4 of the Board Policy Manual, Financial Management, was presented to the Board for second reading.

Policy 2.2.3 – Facility Use – Appendix G-2 – Second Reading (Action)

Appendix G-2, Policy 2.2.3, Facility Use, was presented to the Board of Trustees for second reading.

Mr. Harris made a motion, seconded by Mrs. Bulthuis, to approve Section 3, Part 3.3 and 3.4 of the Board Policy Manual and Policy 2.2.3, Facility Use, of the Board Policy Manual. The motion carried.

Board Self-Evaluation – Carol Holton

Mrs. Holton shared a copy of the results from the Board Self Evaluation with the Trustees. The Board will review the results of the evaluation and hold discussion at the August Board meeting. In the future, a comments section will be added to the self-evaluation.

There being no further business, the meeting adjourned at 6:36 p.m.

**Budget and Finance Committee
Wednesday, August 14, 2019
5:30 p.m.**

Committee Members

**Susan Hershberger, Chairman
Bill Price, Vice Chairman
Phil Absher
Kerry Hensley
Gordon Knowles
Claudia Bulthuis**

Agenda Items

- **Call to Order..... Susan Hershberger, Chairman**
- **June & July Financial Reports – Appendix B-1 (Action). Jeanette McBride**
- **June Foundation Fund Statements – Appendix B-2.....Korrie Ervin**
- **Grants Update – Appendix B-3Korrie Ervin**
- **In-Kind Donation Report – Appendix B-4Korrie Ervin**
- **Foundation UpdateKorrie Ervin**
- **New Business**
- **Adjourn**

**Montgomery Community College
County Funds - Board Report for June 2019**

County Funds - June 2019		Budget	Actual Exp	Actual Exp	Budg Balance	% Budg Expend
		For Year	This Month	This Year	This Year	This Year
511101	Car Allowance	6,000	500	6,000	-	100%
514000	FT Svc/Maint/Skilled Craft	160,392	13,366	160,392	-	100%
514050	Supvr Svc/Maint/Skilled Craft	84,165	7,013	84,165	-	100%
518100	Social Security	18,612	1,536	18,612	-	100%
518200	Retirement	46,525	3,843	46,525	-	100%
518300	Medical Insurance	48,566	4,116	48,566	-	100%
518700	Longevity Payments	2,130	-	2,130	-	100%
519090	Waste Removal/Recycling	10,915	934	10,915	-	100%
519110	Pest Control Svcs Agreement	750	250	750	-	100%
519120	Lawn and Grounds Service	126	126	126	-	100%
521000	Custodial Supplies	14,953	146	14,953	-	100%
522000	Maintenance Supplies	19,008	558	19,008	-	100%
524000	Repair Supplies	9,876	73	9,876	-	100%
525000	Gas/Travel/Reimbursement	831	459	831	-	100%
531140	In-State Lodging	517	-	517	-	100%
531150	In-State Meals	134	-	134	-	100%
531210	Out-of-State Ground Transportation	188	-	188	-	100%
531240	Out-of-State Lodging	712	-	712	-	100%
531250	Out-of-State Meals	123	-	123	-	100%
531500	Registration Fees	1,721	-	1,721	-	100%
532200	Telephone	17,181	1,994	17,181	-	100%
532330	ISP Charges	756	65	756	-	100%
533100	Heat	51,649	2,248	51,649	-	100%
533200	Water	9,252	685	9,252	-	100%
533300	Electricity	196,470	18,023	196,470	-	100%
533400	Garbage/Sewage Disposal	8,615	962	8,615	-	100%
535100	Equipment Repair	2,551	-	2,551	-	100%
535200	Repairs to Facilities	10,580	(215)	10,580	-	100%
535201	Repairs to Grounds-Supplies	1,291	1,091	1,291	-	100%
535400	Service Contracts	6,276	34	6,276	-	100%
539200	PR-President's Office	216	-	216	-	100%
539500	Other Current Expense	474	-	474	-	100%
543000	Lease/Rental Other Equipment	4,601	383	4,601	-	100%
545000	Property Insurance	19,792	8,532	19,792	-	100%
545200	Liability Insurance	3,796	3,546	3,796	-	100%
545201	Workers Comp	7,416	7,662	7,416	-	100%
545301	Life Insurance	2,143	179	2,143	-	100%
545302	EAP Program Expense	1,683	140	1,683	-	100%
546100	Membership & Dues	2,660	-	2,660	-	100%
555100	Minor Equipment Low Risk	964	-	964	-	100%
582100	Non-MT to Unrestricted	1,395	1,395	1,395	-	100%
	Total Current Expense	776,000	79,646	776,000	-	100%

**Montgomery Community College
County Funds - Board Report for June 2019**

RESTRICTED SALES TAX FUNDS (Held by County)

Life-to-date Revenues as of State's April 2019 Report	\$ 577,060
Add: FY16 Property Tax Allocation from County Report	58,669
Add: FY17 Property Tax Allocation from County Report	60,675
Add: FY18 Property Tax Allocation from County Report	61,881
Add: FY19 Property Tax Allocation from County Report	62,045
Total Revenue	820,329
Less: 2012-13 Projects	(11,537)
Less: 2013-14 Projects	(53,882)
Less: 2015-16 Projects	(341,269)
Less: 2016-17 Projects	(60,729)
Less: 2017-18 Projects:	(102,938)
Less: 2018-19 Projects: Biscoe Ctr Rent (\$24K), Sec Cameras (\$21.4K), Bldg 500 Roof (\$23.1K), Bldg 500 Wall & Foundation Repairs (\$3K), Bldg 200 Brick and Fence Work (\$17.6K), Lawn Equip (\$2.4K), Floor Care Equip (\$2.9K), BAS Controls (\$8.7K), Bldg 100 Flooring Repair and polishing (\$47.8K), Bldg 300 Gutter Replacement (\$2.6K)	(153,597)
Sub-total Life-to-date Revenues less Submitted Projects	<u>96,377</u>
Add: 2014-15 Capital Appropriation from County (not sales tax revenue)	75,000
Add: 2015-16 Capital Appropriation from County (not sales tax revenue)	<u>100,000</u>
TOTAL LOCAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES 6/30/19	<u><u>\$ 271,377</u></u>

**Montgomery Community College
State Funds - Board Report for June 2019**

State Funds - June 2019	Budget For Year	Actual Exp This Month	Actual Exp This Year	Budg Balance This Year	% Budg Spend This Year
511100 President	142,039	11,837	142,039	0	100%
511200 FT Senior Administrator	247,968	20,664	247,968	-	100%
511300 FT Professional Staff	1,062,243	87,529	1,037,437	24,806	98%
511310 PT Professional Staff	19,972	3,110	19,971	1	100%
511340 30 Hour Professional Staff	66,577	44,483	44,483	22,094	67%
512000 FT Support	62,246	5,192	62,246	-	100%
512010 PT Support	29,733	4,567	28,542	1,191	96%
513000 FT Faculty	1,978,966	153,776	1,978,962	4	100%
513010 PT Faculty	645,724	38,812	627,889	17,835	97%
513030 PT Teaching Assistant	17,155	1,035	17,155	-	100%
515000 FT Technical/Paraprofessional	554,623	39,030	538,548	16,075	97%
515010 PT Technical/Paraprofessional	77,727	8,327	75,016	2,711	97%
516020 Student Salaries - Instruction	2,382	-	2,383	(1)	100%
518100 Social Security	350,336	26,917	345,679	4,657	99%
518200 Retirement	774,941	57,355	770,014	4,927	99%
518300 Medical Insurance	460,108	38,701	456,530	3,578	99%
518500 Unemployment Compensation	3,905	-	3,905	(0)	100%
518700 Longevity Payments	48,364	769	48,345	19	100%
519000 Legal Services	2,476	-	2,476	(0)	100%
519010 Financial/Audit Service	41,664	41,664	41,664	1	100%
519020 Sys Implement/Integration Svcs	1,926	1,926	1,926	-	100%
519040 Administrative Services	3,571	1,313	3,571	0	100%
519140 WAN Support Services	30,000	-	30,000	-	100%
519142 LAN Support Services	12,751	-	12,750	1	100%
519200 Other Contractual Services	20,750	-	20,000	750	96%
519400 Contracted Instruction	47,492	6,216	47,306	186	100%
519401 Online Tutoring Contract	15,727	-	15,727	0	100%
519700 Custom Training 3rd Party Contract	4,728	-	4,728	-	100%
523XXX Copies & Instr Supplies	240,578	95,852	239,000	1,578	99%
527000 Other Supplies	100,134	23,746	99,200	934	99%
527005 Tires, Oil Changes, Other Maint	2,168	-	2,168	0	100%
531110 In-State Ground Transportation	27,831	1,867	18,303	9,528	66%
531140 In-State Lodging	18,551	2,222	16,957	1,594	91%
531150 In-State Meals	4,512	211	3,926	586	87%
531210 Out-of-State Ground Transportation	2,067	393	2,061	6	100%
531220 Out-of-State Air Transportation	4,597	-	4,594	3	100%
531240 Out-of-State Lodging	7,171	251	7,168	3	100%
531250 Out-of-State Meals	2,301	93	2,299	2	100%
531410 Board/Non-emp Transportation	56	-	55	1	99%
531420 Board Expense - Subsistence	3,484	-	3,484	1	100%
531500 Registration Fees	38,438	6,934	37,616	822	98%
532100 Postage	7,859	(107)	7,858	1	100%
532337 Managed Server Support	2,310	-	2,310	0	100%
532700 Software Subscriptions	10,189	-	10,161	28	100%
535100 Equipment Repair	11,740	1,578	11,738	2	100%
535400 Service Contracts	558	-	458	100	82%
535430 Maint Agreement-Equipment	6,060	2,498	6,058	2	100%
535450 Maint Agreement-NonWAN	44,996	1,063	44,995	1	100%
535495 Maint. Agree.-Server	3,895	-	3,892	3	100%

Montgomery Community College
State Funds - Board Report for June 2019

State Funds - June 2019	Budget For Year	Actual Exp This Month	Actual Exp This Year	Budg Balance This Year	% Budg Spend This Year
537000 Advertising	49,817	7,718	49,817	0	100%
535491 Maint.Agree LAN Equipment	13,375	-	13,375	-	100%
537100 Advertise Vacant Positions	6,851	918	6,850	1	100%
539400 Magazine/Newspaper Subs	5,162	-	5,162	0	100%
539500 Other Current Expense	496	-	494	2	100%
539520 Electronic Processing	10,596	615	10,595	1	100%
539591 Hazardous Waste Removal	543	-	542	1	100%
539700 Childcare - 530 Purpose	22,900	-	21,698	1,202	95%
539720 Project Skill-Up-Student Assistance	10,968	605	6,593	4,375	60%
542403 Rental/Lease Servers	3,840	320	3,840	-	100%
544000 NonWAN Data Process Software	5,448	2,445	5,448	0	100%
544010 Software License Renewal	35,130	14,995	35,124	6	100%
544020 Laptop Application	269	18	269	0	100%
545100 Motor Vehicle Insurance	2,345	840	2,344	1	100%
545200 Liability Insurance	6,851	6,166	6,851	0	100%
546100 Membership & Dues	16,756	2,650	16,756	0	100%
546200 Accreditation Expense	5,230	-	5,230	-	100%
555100 Minor Equipment Low	107,503	11,608	107,498	5	100%
555200 Minor Equip High	69,544	10,199	69,056	488	99%
Total Current Expense	7,639,213	788,916	7,519,097	120,116	98%
551000 Office Equipment	18,269	-	-	18,269	0%
552072 Server	7,952	-	7,952	0	100%
553000 Educational Equipment	392,828	82,994	157,094	235,734	40%
553700 Edu.Equip.Perkins Grant	31,348	31,348	31,348	-	100%
555100 Minor Equipment Low Risk	15,029	(30,521)	(32,019)	47,048	-213%
555200 Minor Equipment H Risk	1,803	-	1,803	0	100%
556100 Books	16,040	-	13,766	2,274	86%
Total Capital Expense	483,269	83,821	179,944	303,325	37%
Total Expenses	8,122,482	872,736	7,699,041	423,441	95%
<u>Breakdown of Budget Balance at Year End</u>					
Carryforward to 2019-20:	Project Skill-up			4,375	
	Apprenticeship Coordinator			45,771	
	Performance Based Funding			22,331	
	Equipment and Books			303,325	375,802
Restricted:	Perkins, MMM, Childcare, Basic Skills, SBC			31,681	
Unrestricted:	Formula Funds			15,958	
				47,639	99.4%

Montgomery Community College
Institutional Funds - Board Report for June 2019

Institutional Funds - June 2019			Revenues	Expended	Revenues	Expended	Balance
			This Month	This Month	This Year	This Year	In Account
1	01-121	Pell Overpayments	-	-	436	-	(4,249)
	01-128	Veterans Reporting Fee	-	-	630	(20)	676
	01-132	Overhead Receipts 75%	141	41	3,010	2,219	13,962
	01-133	Current General & Misc	-	-	1,230	1,205	11,513
	01-134	Admin Support	41	(209)	1,013	537	-
	01-135	Overhead Receipts 25%	47	-	1,003	-	9,392
	01-139	Excess Fee Receipts	-	-	800	800	-
	01-142	Textbook Rental	9,575	1,713	31,436	25,346	7,327
	01-222	Forestry Program	-	-	-	127	8,606
	01-291	Specific Fees: Medical Assist	-	-	1,705	-	4,282
	01-291	Specific Fees: Electronics	-	-	563	-	3,500
	01-291	Specific Fees: Gunsmith	-	-	6,855	(20)	42,715
	01-291	Specific Fees: Pottery	(96)	-	-	-	-
	01-291	Specific Fees: Phlebotomy	-	-	100	-	500
	01-291	Specific Fees: Taxidermy	-	-	1,745	-	12,960
	01-291	Specific Fees - LPN	-	-	1,756	-	10,174
	01-291	Specific Fees: Dental	-	-	1,970	1,376	5,743
	01-291	Specific Fees: NET/TEAS	-	-	6,168	6,717	4,664
	01-291	Specific Fees: HVAC	-	-	150	-	325
	01-294	Live Projects: Taxidermy	-	-	-	-	349
	01-314	Scrap Metal Fund HVAC	-	-	-	-	717
	01-315	Self Supporting	1,553	5,790	51,432	26,096	91,152
	01-331	Community Service	-	2,283	(280)	2,283	1,712
	01-352	Career Readiness	-	-	567	273	2,173
	01-363	Small Business Center	-	-	1,175	689	7,877
	01-391	Specific Fees: Occ. Ext	1,048	403	31,401	25,297	77,480
	01-394	Horticulture: Live Proj	-	-	-	-	878
	01-621	Operational Funds	1,468	671	4,050	7,944	63,961
	01-622	Sales Tax Utilization	7,913	2,000	155,597	153,597	-
	01-715	Vending	793	793	11,649	11,649	-
	01-716	Bookstore Vending	-	-	36,643	36,643	-
	02-131	College Work Study	630	630	32,541	32,541	-
	02-228	Self Supp. Curriculum	-	-	1,694	800	21,813
	02-229	Distance Learning	18	-	201	-	-
	02-232	NC Live Grant	-	-	1,000	1,000	-
	02-292	Tech Fee-Curr	1,552	(44,483)	20,645	3,043	105,779
	02-340	Mont. Fund: ESL	(1,956)	-	1,044	1,044	-
	02-383	Fire Training Center Grant	-	-	5,085	5,619	12,312
	02-392	Tech Fee: Con Ed	-	-	50	-	2,008
2	02-425	NCWorks Grant Adult Services	9,342	14,418	98,042	119,894	(21,852)
2	02-427	NCWorks Grant Dislocated Worker	2,540	1,160	36,127	39,953	(3,826)
2	02-428	NCWorks Finish Line Grant	7,209	2,046	7,209	9,844	(2,635)
	02-823	FSEOG	3,326	3,326	20,021	20,021	-
	02-824	Pell Grant	88,908	88,908	984,427	984,427	-
	02-831	Educ. Lottery Schol.	-	-	33,924	33,924	-
	02-833	Golden LEAF	-	2,936	14,682	14,682	-
	02-835	NC Comm Coll Grant	(2)	(2)	65,733	65,733	-
	02-836	High Demand/Low Enrollment	-	-	1,440	1,440	-
	02-837	MCC Foundation Scholarship	13,046	13,046	183,120	183,120	-
	02-838	Wells Fargo Scholarship	-	-	500	500	-

Montgomery Community College
Institutional Funds - Board Report for June 2019

Institutional Funds - June 2019		Revenues	Expended	Revenues	Expended	Balance
		This Month	This Month	This Year	This Year	In Account
02-839	Less Than Half-time	-	-	990	990	-
02-842	SGA President Scholarship	-	-	1,500	1,500	-
02-845	SECU Scholarships	-	-	6,250	6,250	-
05-715	Vending	723	793	10,345	12,086	11,134
05-716	Bookstore Vending	-	1,685	9,897	45,761	44,737
05-720	Bookstore	103	-	1,164	-	-
05-721	General Store	2,093	2,093	25,086	25,086	-
05-740	Parking Fee	440	-	5,260	-	44,314
05-770	Stud Govt Assoc	517	177	27,416	26,037	22,646
05-771	Graduation Fund	55	643	6,405	5,600	2,099
05-774	Stud. Ambassador	103	-	3,172	3,222	25,966
07-925	Bond-Bldg 200 HVAC Replacement	-	-	898,145	668,108	-
07-925	Bond-Bldg 100 Int/HVAC/Roof	-	-	737,327	711,906	-
07-925	Bond-Capel Hall Office Renov	-	-	47,006	47,006	-
3	07-926 Golden Leaf FY2015-085	136,875	187,570	240,000	310,803	(7,957)
	07-927 Canon Grant/ Blair Hall Floor	-	-	197,790	197,790	-
	09-772 Club Accounts	-	-	-	-	66,576
4	09-773 Agency Fund	-	-	-	-	(16,078)
	09-775 Funds for Others	-	-	-	-	10,310
Total	Institutional Funds: First Bank	288,004	288,430	4,078,045	3,882,491	695,736

STIF Account as of 6/30/19		Interest	Interest	Prior Y.E.	Current
		This Period	This Year	Balance	Balance
01-621	Operational Funds	73	830	43,222	44,053
02-229	Distance Learning	18	201	10,448	10,649
02-292	Technology Fees	130	1,474	76,742	78,216
05-720	Bookstore	103	1,164	60,580	61,744
Total	Institutional Funds: State Treasury	324	3,670	190,992	194,662

- 1 Pell Overpayment**
- 2 Due from NC Works (WIOA & Finish Line Grants)**
- 3 Due from Golden Leaf**
- 4 Financial Aid Bookstore Charges**

**Montgomery Community College
County Funds - Board Report for June 2019**

	2018-19 Budget Allotment	Expenditures to Date	Budget Balance	% Budget Expended YTD FY19
Salaries	250,557	250,557	0	100%
Benefits	115,831	115,831	0	100%
Contracted Services	11,791	11,791	0	100%
Supplies & Materials	44,667	44,667	0	100%
Professional Development (Travel)	3,396	3,396	0	100%
Utilities	283,922	283,922	0	100%
Repairs & Maintenance	20,697	20,697	0	100%
Membership & Dues	2,660	2,660	0	100%
Insurance and Bonding	34,830	34,830	0	100%
Other Current Expenses	6,685	6,685	0	100%
Non-Capitalized Equipment	964	964	0	100%
Total Current Expense	776,000	776,000	0	100%

RESTRICTED SALES TAX FUNDS (Held by County)

Life-to-date Revenues as of State's April 2019 Report	\$ 577,060
Add: Prior FY Capital Appropriations from County (not sales tax revenue)	175,000
Add: Prior FY Property Tax Allocations from County Report	181,225
Add: FY19 Property Tax Allocation from County Report	62,045
Total Revenue	995,329
Less Prior FY Projects:	(570,355)
Less: 2018-19 Projects: Biscoe Ctr Rent (\$24K), Sec Cameras (\$21.4K), Bldg 500 Roof (\$23.1K), Bldg 500 Wall & Foundation Repairs (\$3K), Bldg 200 Brick and Fence Work (\$17.6K), Lawn Equip (\$2.4K), Floor Care Equip (\$2.9K), BAS Controls (\$8.7K), Bldg 100 Flooring Repair and polishing (\$47.8K), Bldg 300 Gutter Replacement (\$2.6K)	(153,597)
TOTAL LOCAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES 6/30/19	\$ 271,377

Montgomery Community College
State Funds - Board Report for June 2019

	2018-2019 Budget Allotment	Expenditures to Date	Budget Balance	% Budget Expended YTD FY19
Salaries- Full Time	4,048,085	4,007,200	40,885	99%
Salaries- Part Time	859,270	815,438	43,832	95%
Salaries- Full Time & Part Time	4,907,355	4,822,638	84,717	98%
Benefits	1,637,654	1,624,473	13,181	99%
Contracted Instruction	47,492	47,306	186	100%
Financial/Audit Services	41,664	41,664	1	100%
I.T. Contracted Services	44,677	44,676	1	100%
Other Contracted Services	47,252	46,501	751	98%
Contracted Services	181,085	180,148	937	99%
Supplies & Materials	342,880	340,367	2,513	99%
Professional Development (Travel)	109,008	96,462	12,546	88%
Communications	20,358	20,329	29	100%
Equipment Repair	11,740	11,738	2	100%
Maintenance Agreements	68,884	68,778	106	100%
Equipment Repairs & Maintenance Contracts (I.T. Equipment)	80,624	80,516	108	100%
Advertising	56,668	56,667	1	100%
Credit Card Electronic Processing	10,596	10,595	1	100%
Child Care Assistance Grant	22,900	21,698	1,202	95%
Project Skill-Up-Student Assistance	10,968	6,593	4,375	60%
Other Current Expense	6,201	6,198	3	100%
Other Current Services	50,665	45,084	5,581	89%
Software License Renewal	35,130	35,124	6	100%
Other I.T. Rentals/ Leases	9,557	9,557	0	100%
Rentals/Leases	44,687	44,681	6	100%
Insurance and Bonding	9,196	9,195	1	100%

**Montgomery Community College
State Funds - Board Report for June 2019**

	2018-2019 Budget Allotment	Expenditures to Date	Budget Balance	% Budget Expended YTD FY19
Membership & Dues	21,986	21,986	0	100%
Minor Equipment Low Risk < \$5K	107,503	107,498	5	100%
Minor Equipment High Risk <\$5K	69,544	69,056	488	99%
Total Current Expense	7,639,213	7,519,097	120,116	98%
Equipment	435,881	134,830	301,051	31%
Perkins Equipment	31,348	31,348	0	100%
Books	16,040	13,766	2,274	86%
Equipment and Books	483,269	179,944	303,325	37%
Total Expenses	8,122,482	7,699,041	423,441	95%

Breakdown of Budget Balance at Year End

Carryforward to 2019-20:	Project Skill-up	4,375	
	Apprenticeship Coordinator	45,771	
	Performance Based Funding	22,331	
	Equipment and Books	303,325	375,802
Restricted:	Perkins, MMM, Childcare, Basic Skills, SBC	31,681	
Unrestricted:	Formula Funds	15,958	
		47,639	99.4%

Montgomery Community College
Institutional Funds - Board Report for June 2019

	2018-19 Revenue	2018-19 Expense	Cash Balance 6/30/19
1 Pell Overpayments	436	-	(4,249)
Veterans Reporting Fee	630	(20)	676
Overhead Receipts 75%	3,010	2,219	13,962
Current General & Miscellaneous	1,230	1,205	11,513
Administrative Support	1,013	537	-
Overhead Receipts 25%	1,003	-	9,392
Excess Fee Receipts	800	800	-
Textbook Rental	31,436	25,346	7,327
College Work Study	32,541	32,541	-
Total Institutional Support	72,101	62,629	38,622
Forestry Program	-	127	8,606
Specific Fees	21,012	8,073	84,863
Live Projects: Taxidermy	-	-	349
Self Supporting Curriculum	1,694	800	21,813
Distance Learning	201	-	-
NC Live Grant	1,000	1,000	-
Technology Fee-Curriculum	20,645	3,043	105,779
Total Curriculum Instruction & Fees	44,551	13,043	221,410
Scrap Metal Fund HVAC	-	-	717
Self Supporting	51,432	26,096	91,152
Community Service	(280)	2,283	1,712
Career Readiness	567	273	2,173
Small Business Center	1,175	689	7,877
Specific Fees: Occupational Extension	31,401	25,297	77,480
Horticulture: Live Project	-	-	878
MCF ESL Child Care	1,044	1,044	-
Fire Training Center Grant	5,085	5,619	12,312
Technology Fee: Continuing Education	50	-	2,008
Total Cont Ed/Non-Curriculum Inst & Fees	90,474	61,301	196,309
NCWorks Grant Adult Services/Dislocated Worker	134,169	159,847	(25,678)
NCWorks Finish Line Grant	7,209	9,844	(2,635)
2 Total NC Works	141,378	169,691	(28,313)
Operational Funds	4,050	7,944	63,961
Sales Tax Utilization	155,597	153,597	-
Total Plant Operation & Maintenance	159,647	161,541	63,961
Vending Machines	21,994	23,735	11,134
Bookstore Vending	47,704	82,404	44,737
General Store	25,086	25,086	-
Parking Fee	5,260	-	44,314
Student Government Association	27,416	26,037	22,646

**Montgomery Community College
Institutional Funds - Board Report for June 2019**

	2018-19 Revenue	2018-19 Expense	Cash Balance 6/30/19
Graduation Fund	6,405	5,600	2,099
Student Ambassador	3,172	3,222	25,966
Club Accounts	-	-	66,576
3 Agency Fund	-	-	(16,078)
Funds for Others	-	-	10,310
Total Proprietary/Other	137,038	166,085	211,704
FSEOG	20,021	20,021	-
Pell Grant	984,427	984,427	-
Education Lottery Scholarship	33,924	33,924	-
Golden LEAF	14,682	14,682	-
NC Community College Grant	65,733	65,733	-
High Demand/Low Enrollment	1,440	1,440	-
MCC Foundation Scholarship	183,120	183,120	-
Wells Fargo Scholarship	500	500	-
Less Than Half-time	990	990	-
SGA President Scholarship	1,500	1,500	-
SECU Scholarships	6,250	6,250	-
Total Student Aid- Grants & Scholarships	1,312,588	1,312,588	-
Bond-Bldg 200 HVAC Replacement	898,145	668,108	-
Bond-Bldg 100 Int/HVAC/Roof	737,327	711,906	-
Bond-Capel Hall Office Renovation	47,006	47,006	-
4 Golden Leaf FY2015-085	240,000	310,803	(7,957)
Canon Grant/ Blair Hall Floor	197,790	197,790	-
Total Capital Assets	2,120,268	1,935,613	(7,957)
Total Institutional Funds: First Bank	4,078,046	3,882,491	695,736
STIF Account as of 6/30/19	Interest This Year	Prior Y.E. Balance	Current Balance
Operational Funds	830	43,222	44,053
Distance Learning	201	10,448	10,649
Technology Fees	1,474	76,742	78,216
Bookstore	1,164	60,580	61,744
Total Institutional Funds: State Treasury	3,670	190,992	194,662

- 1 Pell Overpayment**
- 2 Due from NC Works (WIOA & Finish Line Grants)**
- 3 Financial Aid Bookstore Charges**
- 4 Due from Golden Leaf Grant**

**Montgomery Community College
County Funds - Board Report for July 2019**

County Funds - July 2019		Budget For Year	Actual Exp This Month	Actual Exp This Year	Budg Balance This Year	% Budg Expend This Year
511101	Car Allowance		500	500		
514000	FT Svc/Maint/Skilled Craft		13,366	13,366		
514050	Supvr Svc/Maint/Skilled Craft		7,013	7,013		
518100	Social Security		1,651	1,651		
518200	Retirement		4,128	4,128		
518300	Medical Insurance		4,116	4,116		
518700	Longevity Payments		1,508	1,508		
519090	Waste Removal/Recycling		1,838	1,838		
519110	Pest Control Svcs Agreement		-	-		
519120	Lawn and Grounds Service		-	-		
521000	Custodial Supplies		307	307		
522000	Maintenance Supplies		-	-		
524000	Repair Supplies		141	141		
525000	Gas/Travel/Reimbursement		260	260		
531140	In-State Lodging		-	-		
531150	In-State Meals		-	-		
531210	Out-of-State Ground Transportation		-	-		
531240	Out-of-State Lodging		-	-		
531250	Out-of-State Meals		-	-		
531500	Registration Fees		125	125		
532200	Telephone		1,333	1,333		
532330	ISP Charges		65	65		
533100	Heat		164	164		
533200	Water		34	34		
533300	Electricity		17,077	17,077		
533400	Garbage/Sewage Disposal		623	623		
535100	Equipment Repair		160	160		
535200	Repairs to Facilities		(967)	(967)		
535201	Repairs to Grounds-Supplies		-	-		
535400	Service Contracts		3,112	3,112		
539200	PR-President's Office		-	-		
539500	Other Current Expense		-	-		
543000	Lease/Rental Other Equipment		383	383		
545000	Property Insurance		-	-		
545200	Liability Insurance		-	-		
545201	Workers Comp		-	-		
545301	Life Insurance		177	177		
545302	EAP Program Expense		140	140		
546100	Membership & Dues		-	-		
555100	Minor Equipment Low Risk		-	-		
582100	Non-MT to Unrestricted		-	-		
	Total Current Expense		57,254	57,254		

**Montgomery Community College
County Funds - Board Report for July 2019**

RESTRICTED SALES TAX FUNDS (Held by County)

Life-to-date Revenues as of State's May 2019 Report	586,782
Add: FY16 Property Tax Allocation from County Report	58,669
Add: FY17 Property Tax Allocation from County Report	60,675
Add: FY18 Property Tax Allocation from County Report	61,881
Add: FY19 Property Tax Allocation from County Report	62,045
	<hr/>
Total Revenue	830,051
Less: 2012-13 Projects	(11,537)
Less: 2013-14 Projects	(53,882)
Less: 2015-16 Projects	(341,269)
Less: 2016-17 Projects	(60,729)
Less: 2017-18 Projects:	(102,938)
Less: 2018-19 Projects:	(153,597)
Less: 2019-20 Projects: Biscoe Ctr Rent (\$2K), Capel Hall Parking Lot Repair (\$1.6K)	(3,600)
	<hr/>
Sub-total Life-to-date Revenues less Submitted Projects	102,499
Add: 2014-15 Capital Appropriation from County (not sales tax revenue)	75,000
Add: 2015-16 Capital Appropriation from County (not sales tax revenue)	100,000
	<hr/>
TOTAL LOCAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES 7/31/19	277,499
	<hr/> <hr/>

**Montgomery Community College
State Funds - Board Report for July 2019**

State Funds - July 2019	Budget For Year	Actual Exp This Month	Actual Exp This Year	Budg Balance This Year	% Budg Expend This Year
511100 President		11,837	11,837		
511200 FT Senior Administrator		20,664	20,664		
511300 FT Professional Staff		88,393	88,393		
511310 PT Professional Staff		885	885		
511340 30 Hour Professional Staff		-	-		
512000 FT Support		2,828	2,828		
512010 PT Support		3,968	3,968		
513000 FT Faculty		138,199	138,199		
513010 PT Faculty		39,150	39,150		
513030 PT Teaching Assistant		1,500	1,500		
515000 FT Technical/Paraprofessional		44,113	44,113		
515010 PT Technical/Paraprofessional		6,305	6,305		
516020 Student Salaries - Instruction		-	-		
518100 Social Security		25,924	25,924		
518200 Retirement		60,629	60,629		
518300 Medical Insurance		37,262	37,262		
518500 Unemployment Compensation		-	-		
518700 Longevity Payments		4,309	4,309		
519000 Legal Services		-	-		
519010 Financial/Audit Service		-	-		
519020 Sys Implement/Integration Svcs		-	-		
519040 Administrative Services		10,000	10,000		
519140 WAN Support Services		-	-		
519142 LAN Support Services		-	-		
519200 Other Contractual Services		-	-		
519400 Contracted Instruction		-	-		
519401 Online Tutoring Contract		-	-		
519700 Custom Training 3rd Party Contract		-	-		
523XXX Copies & Instr Supplies		1,136	1,136		
527000 Other Supplies		1,512	1,512		
527005 Tires, Oil Changes, Other Maint		-	-		
531110 In-State Ground Transportation		1,732	1,732		
531140 In-State Lodging		311	311		
531150 In-State Meals		126	126		
531210 Out-of-State Ground Transportation		-	-		
531220 Out-of-State Air Transportation		-	-		
531240 Out-of-State Lodging		-	-		
531250 Out-of-State Meals		-	-		
531410 Board/Non-emp Transportation		-	-		
531420 Board Expense - Subsistence		-	-		
531500 Registration Fees		548	548		
532100 Postage		567	567		
532337 Managed Server Support		-	-		
532700 Software Subscriptions		27	27		
535100 Equipment Repair		655	655		
535400 Service Contracts		-	-		
535430 Maint Agreement-Equipment		-	-		
535450 Maint Agreement-NonWAN		859	859		

**Montgomery Community College
State Funds - Board Report for July 2019**

State Funds - July 2019	Budget For Year	Actual Exp This Month	Actual Exp This Year	Budg Balance This Year	% Budg Expend This Year
535495 Maint. Agree.-Server		-	-		
537000 Advertising		700	700		
535491 Maint.Agree LAN Equipment		-	-		
537100 Advertise Vacant Positions		891	891		
539400 Magazine/Newspaper Subs		-	-		
539500 Other Current Expense		98	98		
539520 Electronic Processing		366	366		
539591 Hazardous Waste Removal		-	-		
539700 Childcare - 530 Purpose		-	-		
539720 Project Skill-Up-Student Assistance		-	-		
542403 Rental/Lease Servers		320	320		
544000 NonWAN Data Process Software		-	-		
544010 Software License Renewal		821	821		
544020 Laptop Application		-	-		
545100 Motor Vehicle Insurance		-	-		
545200 Liability Insurance		-	-		
546100 Membership & Dues		21	21		
546200 Accreditation Expense		550	550		
555100 Minor Equipment Low		-	-		
555200 Minor Equip High		-	-		
Total Current Expense	-	507,205	507,205	-	
551000 Office Equipment		-	-		
552072 Server		-	-		
553000 Educational Equipment		-	-		
553700 Edu.Equip.Perkins Grant		-	-		
555100 Minor Equipment Low Risk		(660)	(660)		
555200 Minor Equipment H Risk		-	-		
556100 Books		-	-		
Total Capital Expense	-	(660)	(660)	-	
Total Expenses	-	506,546	506,546	-	

**Montgomery Community College
Institutional Funds - Board Report for July 2019**

Institutional Funds - July 2019			Revenues This Month	Expended This Month	Revenues This Year	Expended This Year	Balance In Account
1	01-121	Pell Overpayments	-	-	-	-	(4,249)
	01-128	Veterans Reporting Fee	-	-	-	-	676
	01-132	Overhead Receipts 75%	-	85	-	85	14,133
	01-133	Current General & Misc	70	70	70	70	21,435
	01-134	Admin Support	15	(217)	15	(217)	-
	01-135	Overhead Receipts 25%	-	-	-	-	9,400
	01-139	Excess Fee Receipts	608	500	608	500	-
	01-142	Textbook Rental	-	47	-	47	7,281
	01-222	Forestry Program	-	-	-	-	8,606
	01-291	Specific Fees: Medical Assist	-	-	-	-	4,319
	01-291	Specific Fees: Electronics	-	-	-	-	3,463
	01-291	Specific Fees: Gunsmith	2,950	-	2,950	-	45,665
	01-291	Specific Fees: Pottery	-	-	-	-	-
	01-291	Specific Fees: Phlebotomy	-	-	-	-	500
	01-291	Specific Fees: Taxidermy	248	-	248	-	13,207
	01-291	Specific Fees - LPN	4,500	-	4,500	-	14,674
	01-291	Specific Fees: Dental	450	(12)	450	(12)	6,205
	01-291	Specific Fees: NET/TEAS	-	-	-	-	4,664
	01-291	Specific Fees: HVAC	25	-	25	-	350
	01-294	Live Projects: Taxidermy	-	-	-	-	349
	01-314	Scrap Metal Fund HVAC	-	-	-	-	717
	01-315	Self Supporting	(1,021)	-	(1,021)	-	90,131
	01-331	Community Service	-	-	-	-	1,712
	01-352	Career Readiness	-	-	-	-	2,173
	01-363	Small Business Center	185	-	185	-	8,062
	01-391	Specific Fees: Occ. Ext	118	1,570	118	1,570	76,028
	01-394	Horticulture: Live Proj	-	-	-	-	878
	01-621	Operational Funds	78	4,263	78	4,263	58,180
2	01-622	Sales Tax Utilization	1,600	3,600	1,600	3,600	(2,000)
	01-715	Vending	409	409	409	409	-
	01-716	Bookstore Vending	-	-	-	-	-
	02-131	College Work Study	-	-	-	-	-
	02-228	Self Supp. Curriculum	-	608	-	608	21,205
	02-229	Distance Learning	19	-	19	-	-
3	02-232	NC Live Grant	1,000	1,589	1,000	1,589	(589)
	02-292	Tech Fee-Curr	1,872	-	1,872	-	107,514
	02-340	Mont. Fund: ESL	-	-	-	-	-
	02-383	Fire Training Center Grant	-	-	-	-	12,312
	02-392	Tech Fee: Con Ed	-	-	-	-	2,008
4	02-425	NCWorks Grant Adult Services	-	6,431	-	6,431	(4,443)
4	02-427	NCWorks Grant Dislocated Worker	-	4,563	-	4,563	(4,563)
	02-428	NCWorks Finish Line Grant	755	755	755	755	-
	02-823	FSEOG	-	-	-	-	-
	02-824	Pell Grant	1,524	1,524	1,524	1,524	-
	02-831	Educ. Lottery Schol.	-	-	-	-	-
	02-833	Golden LEAF	-	-	-	-	-
	02-835	NC Comm Coll Grant	-	-	-	-	-
	02-836	High Demand/Low Enrollment	-	-	-	-	-
	02-837	MCC Foundation Scholarship	-	-	-	-	-
	02-838	Wells Fargo Scholarship	-	-	-	-	-

**Montgomery Community College
Institutional Funds - Board Report for July 2019**

Institutional Funds - July 2019		Revenues This Month	Expended This Month	Revenues This Year	Expended This Year	Balance In Account
02-839	Less Than Half-time	-	-	-	-	-
02-842	SGA President Scholarship	-	-	-	-	-
02-845	SECU Scholarships	-	-	-	-	-
05-715	Vending	268	409	268	409	10,993
05-716	Bookstore Vending	693	483	693	483	45,123
05-720	Bookstore	109	-	109	-	-
05-721	General Store	906	906	906	906	-
05-740	Parking Fee	537	-	537	-	44,851
05-770	Stud Govt Assoc	2,536	480	2,536	480	24,702
05-771	Graduation Fund	70	-	70	-	2,169
05-774	Stud. Ambassador	291	109	291	109	26,149
07-925	Bond-Bldg 200 HVAC Replacement	19,732	19,732	19,732	19,732	-
07-925	Bond-Bldg 100 Int/HVAC/Roof	72,632	72,632	72,632	72,632	-
07-925	Bond-Capel Hall Office Renov	-	-	-	-	-
5	07-926 Golden Leaf FY2015-085	(7,957)	48,568	(7,957)	48,568	(56,525)
07-927	Canon Grant/ Blair Hall Floor	-	-	-	-	-
09-772	Club Accounts	-	-	-	-	60,061
6	09-773 Agency Fund	-	-	-	-	(14,852)
09-775	Funds for Others	-	-	-	-	9,118
09-776	Restricted Scholarships Held	-	-	-	-	1,375
09-777	Loan Funds Held	-	-	-	-	13,000
Total	Institutional Funds: First Bank	105,221	169,104	105,221	169,104	686,168

STIF Account as of 7/31/19		Interest This Period	Interest This Year	Prior Y.E. Balance	Current Balance
01-621	Operational Funds	78	78	44,053	44,131
02-229	Distance Learning	19	19	10,649	10,668
02-292	Technology Fees	138	138	78,216	78,354
05-720	Bookstore	109	109	61,744	61,852
Total	Institutional Funds: State Treasury	343	343	194,662	195,005

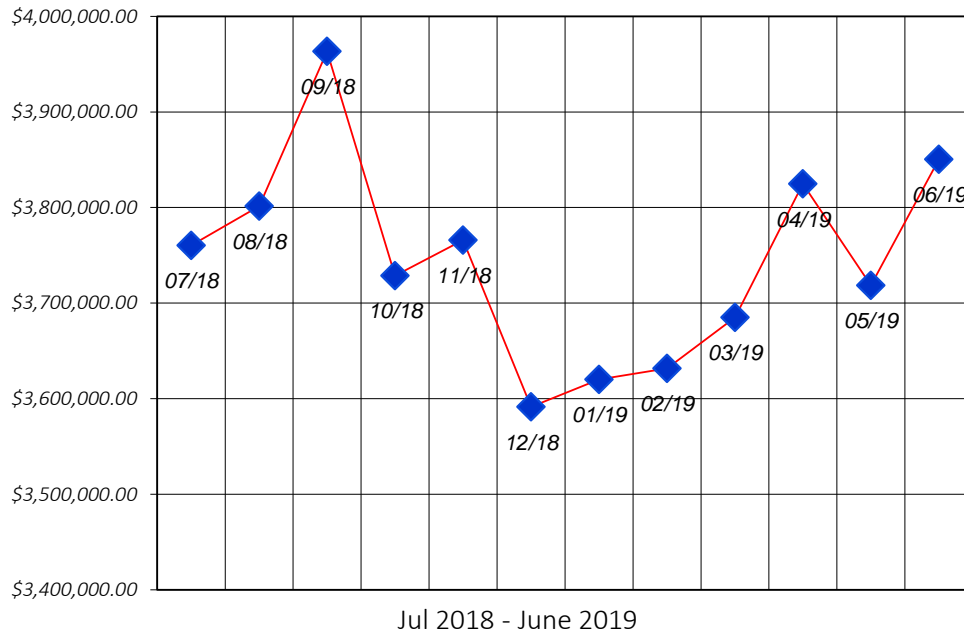
- 1 Pell Overpayment**
- 2 Due from County**
- 3 Check request from State**
- 4 Due from NC Works (WIOA & Finish Line Grants)**
- 5 Due from Golden Leaf**
- 6 Financial Aid Bookstore Charges**

Montgomery Community College Foundation

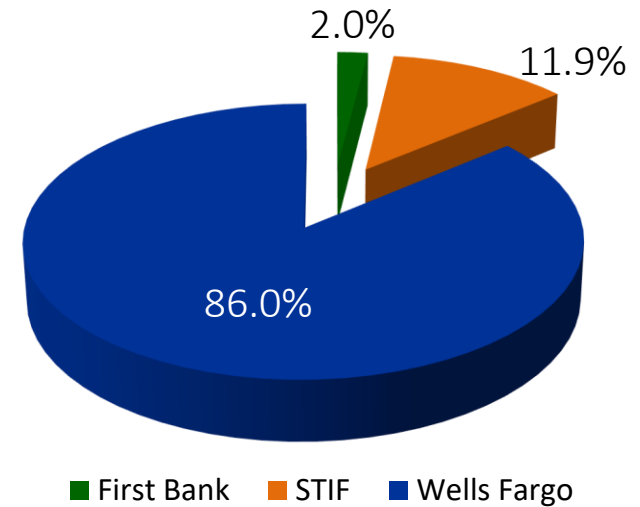
Funds Statement FY 2018-2019

	Fiscal Year To Date 7/1/2018 thru 6/30/2019				Month of June 2019			
	Trust Co. of NC/ Wells Fargo	STIF	First Bank	Total	Wells Fargo/Trust Co. of NC	STIF	First Bank	Total
Beginning Value	\$3,187,617.56	\$449,910.37	\$50,960.54	\$3,688,488.47	\$3,176,720.46	\$463,066.76	\$78,667.22	\$3,718,454.44
Receipts								
Interest/Dividends	\$76,971.70	\$9,657.33	\$10.89	\$86,639.92	\$6,059.61	\$770.44	\$1.31	\$6,831.36
Deposits	\$38,850.74	\$234,633.17	\$341,409.16	\$614,893.07	\$1,185.00	\$923.00	\$3,129.74	\$5,237.74
Total Receipts	\$115,822.44	\$244,290.50	\$341,420.05	\$701,532.99	\$7,244.61	\$1,693.44	\$3,131.05	\$12,069.10
Disbursements								
Fees/Withdrawals	\$172,248.64	\$234,519.26	\$314,690.82	\$721,458.72	\$13,519.12	\$5,078.59	\$4,108.50	\$22,706.21
Total Disbursements	\$172,248.64	\$234,519.26	\$314,690.82	\$721,458.72	\$13,519.12	\$5,078.59	\$4,108.50	\$22,706.21
Market Value Net Change	\$181,985.63	\$0.00	\$0.00	\$181,985.63	\$142,731.04	\$0.00	\$0.00	\$142,731.04
Ending Value	\$3,313,176.99	\$459,681.61	\$77,689.77	\$3,850,548.37	\$3,313,176.99	\$459,681.61	\$77,689.77	\$3,850,548.37
Net Change	\$125,559.43	\$9,771.24	\$26,729.23	\$162,059.90	\$136,456.53	(\$3,385.15)	(\$977.45)	\$132,093.93

Foundation Funds Value



Foundation Funds Distribution



Grants Applied or in Process 2019

Grantor	Title	Proposed Purpose	Length	Max Amount	Critical Dates
NC Dept. of Health and Human Services	2019-2020 Problem Gambling Grant	Increase awareness of problem gambling among student/campus coalitions.	1 year	\$3,500	Submitted July 19, 2019

Grants Awarded 2019

Grantor	Title	Purpose	Length	Awarded	Grant Due	Response
National Rifle Association (4)	Get OutDoors Summer Camp (NRA - W) Gunsmithing Merit Scholarships (NRA- W) Gunsmithing Merit Scholarships (NRA - E) Gunsmithing Shooting Club and Program Support (NRA -E)	Equipment and supplies for Summer Camp Merit Scholarships Merit Scholarships Equipment and supplies for Shooting Club and Gunsmithing Program	1 year	\$8,000 and supplies		Submitted September 11, 2018 Award Notifications received 1/29/2019
NCCCS	Minority Male Mentoring Early Alert Project	Purchase an early alert software platform for a 3-year research project consisting of success coaching and retention initiatives.	3 years	\$130,936 over 3 years		Submitted January 7, 2019 Award Letter January 24, 2019

In-Kind Donation Transfers
January 2019
Foundation Office

Approximate Value	Item	Transfer To
\$4050.00	Barrel Blanks and Recoil Pads Donated by CheyTac USA, LLC.	Gunsmithing Program
<u>\$4050.00</u>	<u>Total</u>	

Building and Grounds Committee
Wednesday, August 14, 2019
5:45 p.m.

Committee Members

Gordon Knowles, Chairman
Claudia Bulthuis, Vice Chairman
Gelynda Capel
Katie Dunlap
George Gilbreath
Robert Harris

Agenda Items

- **Call to Order Gordon Knowles, Chairman**
- **Facilities Report – Appendix C-1..... Jeanette McBride**
- **Construction Update – Appendix C-2Dr. Chad Bledsoe**
 - **FirstHealth Lease – Appendix C-3 (Action)**
 - **Blair Hall Renovations Construction Award Letter – Appendix C-4**
 - **Heating and Air for IT Server Room – Appendix C-5 (Action)**
 - **Grading Behind Building 500 – Appendix C-6 (Action)**
 - **Shooting Range Expansion – Appendix C-7 (Action)**
 - **Maintenance Building Update**
- **New Business**
- **Adjourn**

Board Report

Facilities

August 2019

Prepared By: Wanda Frick

Several areas in Buildings 300, 500, and 600 were scrubbed and waxed to be ready for the Fall semester.



Work started on the Industrial Maintenance Building with the site being prepared for the concrete slab. The building is ordered and will be onsite for assembly the week of August 19.



The maintenance crew has worked diligently to prepare the First Health suite for classes to be held for the next semester.



Montgomery Community College
Construction Update
August 2019

- **Blair Hall (100) Renovation, HVAC and Roof Replacement**

1st phase for roof replacement – The roofing project is in the close out process with paperwork being submitted to the state construction office. Final inspection was submitted on April 29, 2019.

2nd phase schematics (building renovations and HVAC upgrades) – The project has been contracted with H. M. Kern. Awaiting approval of contracts from state construction office.

- Budget: \$3,495,000 (NC Bond) \$150,000 (Golden Leaf)
- Disbursed to Date: (NC Bond) \$925,764 (Golden Leaf) \$150,000

- **Capel Hall (200) HVAC Replacement**

Project is currently 99% complete. Awaiting final inspection by State Construction Office and submittal of close out documents.

- Budgeted: \$1,075,000
- Disbursed to Date: \$980,377

- **Blair Hall, 3rd Hall Gunsmithing, Bladesmithing, Woodworking Program Renovations**

The HVAC and replacement of the garage doors has been completed. The renovation of the arms room is to begin shortly.

- Budget: \$250,000 (Golden Leaf)
- Disbursed to Date: \$226,525

- **Industrial Maintenance Building**

Jeffrey Webb Construction has been awarded the contract for the project. Site work has started with final plans being delivered the week of August 5th, 2019. The main structure is to be delivered to site the week of August 19th, 2019.

- Budget: \$495,000
- Disbursed to Date: \$0

**Montgomery Community College
Building Project Timeline**

Project Name	Projected/Actual Cost		2019												2020
	NC Connect Bond	Other	January	February	March	April	May	June	July	August	September	October	November	December	January
Capel Hall Roof Replacement (Complete)	\$ 174,430														
Capel Hall HVAC Replacement	\$ 1,075,000		Construction					Complete							
Center for Workforce Development (Complete)	\$ 111,449														
Entrance Sign Renovation (Complete)	\$ -	\$ 6,877													
Capel Hall Painting/Carpet/Construction (Complete)	\$ 124,565														
Capel Hall Office Renovations (Complete)	\$ 47,006														
Industrial Maintenance Building	\$ 495,000				(3-1)	(3-1)	State Board	Design/Build Bid	Construction					Complete	
Building 500 Roof (Original Building - 1987)		\$ 23,887													
Building 500 Renovation (timeline TBD)	\$ 25,000														
Building 500 HVAC (timeline TBD)	\$ 75,000														
Building 300 HVAC (timeline TBD)	\$ 75,000														
Firing Range Expansion		TBD													
Blair Hall 3rd Hall HVAC		\$ 250,000				Construction Bid	Construction			Complete					
Blair Hall Renovation	\$ 3,495,000	\$ 150,000													
Roof Replacement (Complete)			Construction			Complete									
Interior Renovation / HVAC (excl. 3rd hall)				SCO Review			Construction Bid		Construction						
Blair Hall Entrance and Unassigned Funds	\$ 637,087														
Total Cost	\$ 6,334,537	\$ 430,764													

Board Approval
State Construction (3-1)
Architectural Bid
Architectural Design
Construction Bid
Construction

NORTH CAROLINA
MONTGOMERY COUNTY

**LEASE AGREEMENT
(Troy Location)**

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of _____, 2019 to be effective as of _____, 2019 (the "Effective Date") by and between **FIRSTHEALTH OF THE CAROLINAS, INC.** (hereinafter referred to as "Landlord") and **MONTGOMERY COMMUNITY COLLEGE** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to an lease agreement with respect to approximately 2,325 square feet of office space (the "Premises"), situated in a medical office building (the "Building") owned by Landlord located at 433 Wood Street, Troy, North Carolina, 27371 (the "Property") as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, Landlord and Tenant desire to enter into a lease agreement pursuant to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the continued occupancy by the Tenant and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The initial term of this Lease shall be for a period three (3) years, commencing on _____, 2019 (the "Commencement Date") and ending on _____, 2022 (the "Initial Term"), unless earlier terminated as provided herein. Thereafter, this Lease may be extended for two (2) additional terms of three (3) year each as further detailed in **Exhibit B**, attached hereto and incorporated herein by reference (each a "Renewal Term" and together with the Initial Term, the "Term")

2. **Termination.** Tenant may terminate this Lease upon not less than ninety (90) days prior written notice to Landlord, after the initial term of thirty-six (36) months, and as otherwise provided herein.

3. **Security Deposit; Rent**

(a) **Security Deposit.** Not required.

(b) **Base Rent.** Tenant and Landlord agree that during the term of the lease, associated rent fees will be waived with the understanding that both parties will work collaboratively on educational programs/ clinical experiences that benefit both parties.

4. **Covenant of Title and Quiet Possession.** Subject to the terms, provisions, and conditions herein set forth, the Landlord covenants, represents, warrants and agrees that Tenant and its permitted successors and assigns, shall have and enjoy the Premises during the Term free from adverse claims of any and all other persons.

5. **Use of Premises.** The Premises may be used only for educational programs and/or clinical experiences, together with incidental or related purposes. All other usage by Tenant of any part of the Premises must first be approved in writing by Landlord. Tenant will make no lawful or offensive use of the Premises and will comply with all laws, ordinances, and regulations of duly constituted government authorities applicable to the business of Tenant. Landlord warrants that applicable laws, codes, ordinances, regulations, and restrictive covenants permit the Premises to be used for the listed permitted use.

6. **As-Is; Signage.** As a current tenant of the Premises under the Lease Agreement, Tenant hereby accepts the Premises and the Building on an AS-IS, WHEREAS basis. Tenant will provide all interior signage in the Premises, and with written approval from Landlord, may provide an exterior sign at the Building entrance, at Tenant's expense.

7. **Alteration and Improvements.** Tenant may, at any time during the Term of this Lease, make, at its own expense, such minor changes, improvements and alterations to the Premises as Tenant may desire, but Tenant shall not make any material or structural changes to the Premises without the prior written consent of Landlord, and such alterations shall be made at the sole cost and expense of Tenant. Upon the termination or expiration of this Lease, all of improvements made by Tenant shall remain in the Premises and become the sole property of Landlord, and Tenant will take any and all action, and sign any and all documents reasonably required by Landlord to effect or confirm Landlord's ownership of such improvements. Tenant will insure that no workman's lien or similar encumbrance results from such alterations and improvements.

8. **Fixtures.** Tenant may, during the Term of this Lease, remove from the Premises all trade fixtures which Tenant may have installed at its own expense in the Premises, or otherwise acquired, if (i) Tenant is not in default under any of the terms and conditions of this Lease, and (ii) they can be removed without injury to the Premises. Tenant immediately shall repair, at its sole cost and expense, any damage to the Premises caused by the removal of such fixtures.

9. **Utilities, Taxes, and Miscellaneous Services** All utilities including, but not limited to, electricity, natural gas, telephone, cable television, internet, housekeeping/janitorial services, snow and ice removal and garbage removal from the Premises are the responsibility of the Tenant. Tenant will be responsible for placing trash cans at road for pick up on such designated day(s) of the week. Tenant is responsible for the removal of all biohazardous waste from the Premises in a manner consistent with all applicable laws, rules and regulations regarding disposal of hazardous wastes. Landlord will be responsible for real property taxes and ad valorem taxes and assessments associated with the Property. Landlord shall be responsible for water & sewer service for leased space and will invoice Tenant pro rata share (15% of each monthly bill for such services) in connection with the Premises to be used for its intended purposes.

10. **Damage or Destruction by Fire or Other Casualty.** If the Premises are damaged by fire or other casualty or act of God, Tenant shall give prompt notice to Landlord who shall, except as provided below, have the damage to the Premises repaired to the original standard and design with reasonable speed at Landlord's expense, due allowance being made for reasonable delay which may arise by reason of adjustment of losses under insurance policies on the part of Landlord or Tenant or both or any other cause beyond Landlord's control. To the extent that all or a portion of the Premises are rendered untenable, the Base Rent shall proportionately abate. If the damage to the Premises is so extensive that Landlord, in its sole discretion, decides not to repair or rebuild, this Lease, at the option of Landlord, shall be terminated upon written notice to the Tenant. In such case Tenant shall vacate the Premises and surrender them to Landlord.

11. **Indemnity and Liability Insurance.** Tenant specifically agrees that it will procure and keep in force at its own expense public liability insurance in an amount of not less than (i) One Million Dollars (\$1,000,000) in respect to bodily injury, disease, illness or death suffered by any one person, (ii) One Million Dollars (\$1,000,000) in respect to any one occurrence, and (iii) Three Million Dollars (\$3,000,000) in respect to damage to or destruction of property arising out of any one accident, which policy or policies of insurance shall show Landlord as an additional insured as Landlord's interest may appear, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises.

Both parties shall be coinsured, and the policy shall contain cross-liability endorsements. Tenant will have a certificate of insurance to be furnished to Landlord evidencing such coverage and the policy shall provide that the insurance may not be canceled without written notice to Landlord at least thirty (30) days before any cancellation.

Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this Lease.

12. **Property Insurance.** Landlord shall keep the Building insured against loss or damage by fire or other casualty to the extent of its full insurable value excluding fixtures, improvements, alterations and changes made by Tenant to the extent that Landlord determines to be desirable. All insurance proceeds collected shall be used toward the full compliance with the obligations of Landlord to maintain the Premises in good repair as provided in Section 13 below. Tenant, at its sole cost and expense, shall keep all property and interests in property owned by Tenant located on or in the Premises insured for the benefit of Tenant, in such amount and to such extent as Tenant determines desirable, against loss or damage by fire and against such other risks of a similar or dissimilar nature. Tenant shall not permit any use of the Premises that would invalidate or conflict with the terms of any North Carolina standard form of hazard insurance policy covering risks insured. Tenant agrees that it shall not do, cause to be done, or permit on the Premises anything deemed extra-hazardous on account of fire.

13. **Maintenance and Repairs.** During the Term of this Lease, Tenant shall take good care of the Premises, and shall perform all maintenance and make all repairs to the Premises and improvements thereon necessary to keep the same in good order and condition, ordinary wear and tear excepted. Landlord will be responsible for (i) maintenance, upkeep and repair of the roof and structural portions of the Premises; (ii) maintenance, upkeep and repairs of all paved areas including, without limitation, all driveways, curbs and parking areas; (iii) the maintenance, repair and replacement of any mechanical system, which does not result from the negligence or willful act of Tenant or its agents, employees, contractors or invitees; and (iv) the repair and replacement of any broken or damaged glass (unless caused by the negligence or willful act of Tenant or its agents, employees, contractors or invitees).

14. **Surrender of Possession.** Upon the termination or expiration of this Lease, the Tenant shall surrender the Premises to Landlord in as good an order and condition and state of repair as received, ordinary wear and tear excepted. Any furniture, equipment, or other personal property of the Tenant not removed within fifteen (15) days after the expiration or earlier termination of this Lease or by abandonment or vacation of the Premises as defined herein shall become the property of Landlord and may be disposed of by Landlord in any manner whatsoever with no obligation to account to the Tenant.

15. **Waiver of Subrogation.** Landlord and Tenant, each for itself and its personal representatives, successors and assigns, covenants and agrees with the other that no claim shall be made, and that no suit or action shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their heirs, personal representatives, successors, subtenants or assigns against the other, or their officers, agents, employees, successors, subtenants or assigns, for any loss, cost or damage to the Premises, or the building in which the Premises are situated, or to any improvement or other property located thereon, caused by or resulting from fire, explosion or other casualty. All policies of insurance carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant.

16. **Subordination.** This Lease is subject and subordinate to all deeds of trust which may now or hereafter affect such Lease or the property subject to the Lease, and to all renewals, modifications, consolidations, replacements or extensions of it. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or holder of any deed of trust; provided, however, in confirmation of such subordination, Tenant shall execute promptly any commercially reasonable certificate that Landlord may request. Notwithstanding the foregoing, it shall be a condition precedent to any subordination that Tenant be provided with a written non-disturbance agreement (in a commercially reasonable form) providing that, if the holder of any mortgage or deed of trust shall take title to the Premises through foreclosure or deed in lieu of foreclosure or otherwise, Tenant shall be allowed to continue in possession of the Premises as provided in this Lease so long as Tenant is not in default, beyond any applicable cure period.

17. **Assignment and Subletting.** Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion.

18. **Holding Over.** In the event Tenant remains in possession after the expiration of this Lease without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In such event, Tenant shall occupy the Premises as tenant from month-to-month at a Base Rent (to the extent rent is then being charged) rate equal to one hundred twenty percent (120%) of the last effective rate of Base Rent, and both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

19. **Insolvency of Tenant.** If a receiver is appointed to take possession of the assets of Tenant, or a general assignment for the benefit of creditors of Tenant is made, or any action is taken against or allowed to be taken by Tenant under any bankruptcy act or Tenant becomes insolvent, then upon election of Landlord, this Lease shall cease and terminate upon ten (10) days written notice by Landlord to Tenant.

20. **Default and Landlord's Remedies.** This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as set forth herein, and Landlord may exercise the remedies set out below as well as any other remedies allowed by law, if:

(a) Any installment of Rent, or any other sums required to be paid by the Tenant hereunder, shall at any time be in arrears and unpaid for ten (10) days after its due date;

(b) There is a Tenant Default which shall be defined as Tenant's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure;

(c) Tenant abandons or vacates the Premises or is absent from the Premises for six (6) consecutive days after Rent has become delinquent, or removes substantially all of Tenant's possessions from the Premises;

- (d) Tenant dissolves;
- (e) Tenant is declared insolvent by a court of law;

(f) Tenant (i) makes a general assignment for the benefit of creditors, (ii) becomes the subject of a voluntary or involuntary filing of a petition under any chapter of the federal bankruptcy code, which petition is not otherwise dismissed within sixty (60) days of filing; or (iii) becomes the subject of the filing of an application in any court for the appointment of a receiver.

The remedies, not exclusive, that Landlord may exercise upon the occurrence of a Tenant Default, include:

(a) The Lease shall continue in effect as long as Landlord does not terminate this Lease, and until such time, Landlord shall have the right to collect Rent when due. During any period Tenant shall be in Default, Landlord shall have the right to enter the Premises upon ten (10) days notice to vacate (any longer right to which is hereby waived by Tenant) and relet the Premises, without prior notice or demand, using such reasonable force as may be necessary in accordance with legal process, changing any or all locks on the Premises, all without being liable for forcible entry, trespass, or other tort. Tenant shall be liable immediately to Landlord for all costs Landlord shall incur related to such reletting. Reletting can be for a period shorter or longer than the remaining term of the Lease. Tenant shall pay to Landlord the Rent due under this Lease on the date that the Rent is due, less the Rent Landlord receives from any reletting. No act by Landlord allowed by this subsection shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

(b) Landlord may terminate this Lease and Tenant's rights to possession of the Premises at any time, and re-enter the Premises as described in paragraph (1) above, if notice has previously been given under subparagraph (1) above, and if not, then the Landlord shall comply with the notice provisions as described in subparagraph (1) above. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver of this Lease shall not constitute a termination of Tenant's right to possession. Upon termination, Landlord may pursue its remedies at law or equity to recover of Tenant all amounts or Rent then due or later accruing and other damages caused by Tenant's default.

21. **Right of Entry.** Landlord's representatives may enter the Premises at all reasonable hours to examine such Premises and make alterations and repairs as desired and may, during the last ninety (90) day period of the Term of this Lease, or any extension of it, show the Premises to prospective tenants at all reasonable hours; provided, however, that any such entry by Landlord shall (i) be with reasonable advance notice; (ii) remain subject to Tenant's reasonable security and privacy measures with respect to Tenant's patients and confidential information, and (iii) not unreasonably interfere with Tenant's use and occupancy of the Premises, or the conduct of its business therein. Tenant shall permit the usual notice of "For Rent" to be placed on the Premises and to remain thereon without hindrance or molestation.

22. **Insolvency of Landlord.** If a receiver is appointed to take possession of the assets of Landlord, or a general assignment for the benefit of creditors of Landlord is made, or any action is taken against or allowed to be taken by Landlord under any bankruptcy act or Landlord becomes insolvent, then upon election of Tenant, this Lease shall cease and terminate upon ten (10) days written notice by Tenant to Landlord.

23. **Notices.** Any notice provided herein shall be deemed to have been served sufficiently if the same be in writing and either hand delivered to the addresses designated below or mailed via certified or nationally recognized carrier, return receipt requested, to the address stated below.

AS TO THE LANDLORD:

FIRSTHEALTH OF THE CAROLINAS, INC.
d/b/a Montgomery Memorial Hospital
520 Allen Street
Troy, North Carolina 27371
Attn: Beth Walker, RN, BSN

AS TO TENANT:

MONTGOMERY COMMUNITY COLLEGE
1011 Page Street
Troy, North Carolina 27371

Attn: Dr. Chad Bledsoe, President

Either of the parties may change the address to which notices are to be sent by giving notice to the other party of the change of address as provided in this Section 23.

24. **Compliance with Laws.** Each party hereby agrees to use its best efforts to ensure that, at all times, it is in compliance with all applicable federal, state and local laws, including, but not limited to, state certificate of need and licensure laws, and all state and federal fraud and abuse laws.

This Agreement is intended to comply with all applicable state and federal fraud and abuse and/or physician self-referral laws, including, but not limited to, "Stark II" and the federal Anti-kickback Statute. In the event any law, regulation or administrative or judicial interpretation is adopted, amended, promulgated, noticed to Landlord or Tenant, modified or issued, or any investigation undertaken, which prohibits or restricts all or any part of this Agreement in the opinion of either party or its counsel, Landlord and Tenant shall first attempt, in good faith, to renegotiate this Agreement in a manner intended to comply with such law, regulation or interpretation. If, after good faith negotiations, the parties are unable to reach a mutually acceptable agreement, either one of the parties may terminate this Agreement.

25. **Miscellaneous.**

(a) Irrespective of the place of execution or performance, this Agreement shall be construed and interpreted under the laws of the State of North Carolina.

(b) Except as otherwise provided here, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative, but not respective, of those given by law.

(c) Neither the failure of either party to exercise any power given either party or to insist upon strict compliance by either party of its obligations nor any customer practice of the parties at variance with the terms of this Lease shall constitute a waiver of either party's right to demand exact compliance with its terms.

(d) This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant; no estate shall pass out of Landlord.

(e) The parties acknowledge and agree that none of the benefits to either party hereunder requires or is in any way contingent upon or intended to induce the admissions, recommendation, referral or any other arrangement for the provision, ordering or leasing of any items or service offered by the other party.

(f) The parties acknowledge that there are no other agreements between the parties.

(g) This Agreement supersedes all previous agreements regarding the subject matter hereof, including the Original Lease Agreement, and contains the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(h) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(i) No amendment to this Agreement shall be binding on any of the parties to this Agreement unless the amendment is in writing, and it executed by all of the parties to this Agreement.

(j) Time is of the essence of this Agreement.

(k) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument.

(l) The captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent or effect of this Agreement. Throughout this Agreement, whenever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa.

(m) This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(n) If any provision of this Agreement or the application of it to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

(o) This Lease shall not be recorded by the Tenant, but if the Tenant wishes to record a Memorandum of this Lease, which includes only the term of the Lease and any renewal options, then Landlord agrees to execute such a Memorandum in form and substance satisfactory to Landlord.

IN WITNESS WHEREOF, each party has hereunto set its hand, or if a corporation, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, in duplicate as of the day and year first above written.

LANDLORD:

FIRSTHEALTH OF THE CAROLINAS, INC.

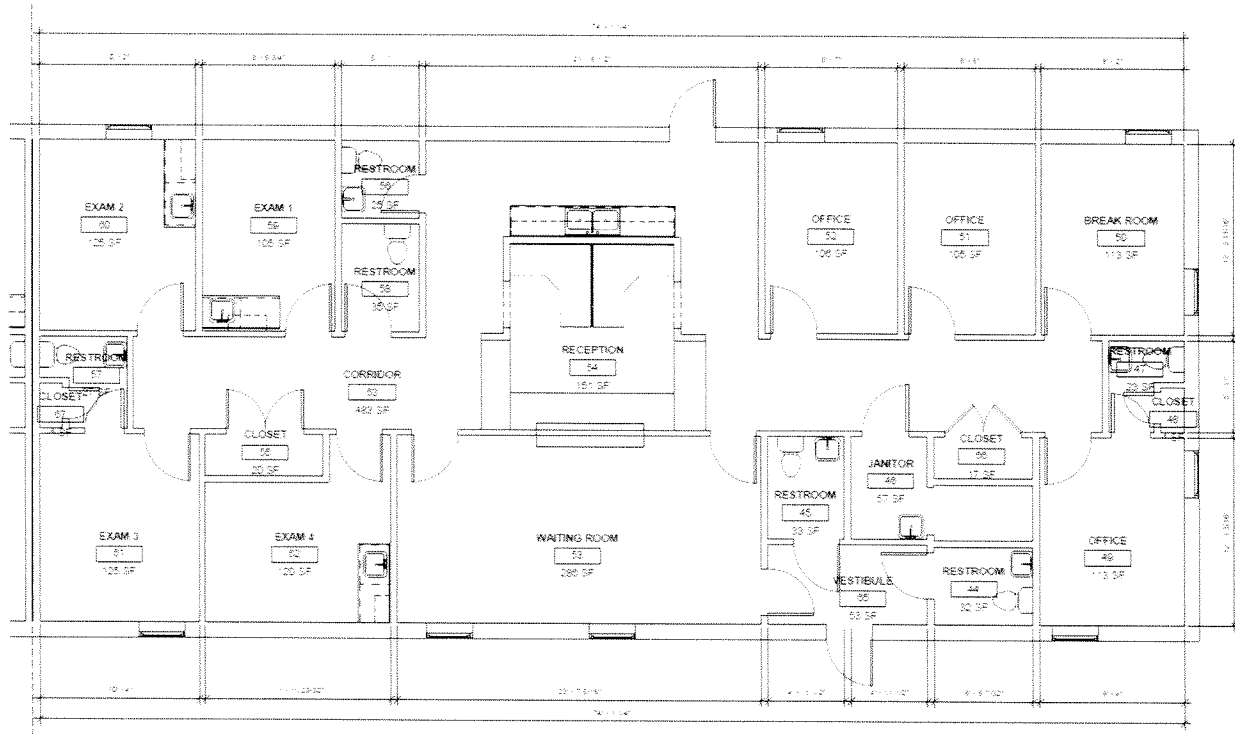
By: _____

TENANT:

MONTGOMERY COMMUNITY COLLEGE

By: _____

EXHIBIT A



UPPER, OLD DR. EVANS
1/2" = 1'-0"

EXHIBIT B
Special Stipulations

1. As to Paragraph 1, **Term**, Landlord grants Tenant two (2) renewal periods of three (3) years each provided:

(a) Tenant provides Landlord a ninety (90) days written notice prior to the end of the Initial Term or a Renewal Term, as applicable, of its intent to extend for a Renewal Term;

(b) Tenant is current with all Rent payments; and

(c) Tenant is not otherwise in Default under the terms of the Lease.

2. Any Base Rent for a renewal period will be calculated as noted in Paragraph 2(b).



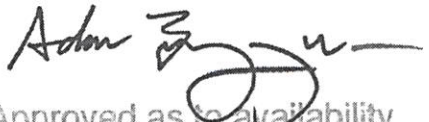
North Carolina Department of Administration

Roy Cooper, Governor
Machelle Sanders, Secretary

State Construction Office
Latif Kaid, P.E., Director

June 24th, 2019

Dr. Chad Bledsoe
President
Montgomery Community College
1011 Page Street
Troy, NC 27371


 Approved as to availability
and expenditure of funds
NC State Budget Office

Re: Community Colleges
Montgomery Community College
Building 100 - Interior Renovations, HVAC Upgrades & Roof Replacement
SCO ID# 17-16802-01B
Montgomery County

Funds Authorized for Project: \$4,045,000.00
Funds Authorized for Expenditure: \$4,045,000.00

Code	Item	Amount	Source	General Funds
46620	4N02	\$4,045,000.00	NC Connect Bond/Golden Leaf	Y

Dear Dr. Bledsoe:

The State Construction Office approves the award of a construction contract for the above referenced project as indicated below:

Construction Contract

H.M. Kern Corporation
Greensboro, NC

Base Bid	\$1,998,000.00
Alt # 1 - Work North of Corridor 625	\$513,000.00
Alt # 3 - Ceiling Grid and lights in various non-corridors	\$67,000.00
Alt # 4 - Ceiling Grid and lights in corridors	\$104,000.00
Alt # 6 - Owner's Preferred Control System	\$0.00
Total Construction Contract	\$2,682,000.00

Project Cost to Date

Current Construction Contract	\$2,682,000.00
Previous Contracts	

Mailing Address:
1307 Mail Service Center
Raleigh, N.C. 27699-1307

Telephone (919) 807-4100
Fax (919) 807-4110
State Courier #56-02-01

Location:
301 N. Wilmington St., Ste. 450
Raleigh, North Carolina 27601

An Equal Opportunity/Affirmative Action Employer

Dr. Bledsoe
 June 24th, 2019
 Page -2-

Design Contracts	\$316,690.00	
Previous Construction Contract (Roof Replacement)	\$828,995.00	
Construction Testing, misc.	\$31,670.00	
Total Project Cost to Date	\$3,859,355.00	\$3,859,355.00
<u>Identified Anticipated Cost</u>		
Contingency (5%)	\$150,805.00	
Total Identified Anticipated Cost	\$150,805.00	\$4,010,160.00
<u>Reserve for Planned Expenses</u>		
Owner's Reserve	\$34,840.00	
Total Reserve	\$34,840.00	\$4,045,000.00
Total Funds Authorized for the Project		\$4,045,000.00

Please advise the designer to expedite project construction contract preparation and final execution within the time established by applicable law.

Very truly yours,

Latif Kaid, P.E.
 Director, State Construction Office

CC: Jeanette McBride
 Mark Bondo
 Abigail Gac
 Karen Bogner
 Steven Sandifer
 Victor Stephenson
 Ryan Strickland
ciprojects@nccommunitycolleges.edu
 Robert Buckanavge, AIA – Boomerang Design, P.A.
 Jason Kepley – H.M. Kern Corporation

MONTGOMERY COMMUNITY COLLEGE

1011 Page Street · Troy, NC 27371 · 910-898-9600 · Fax 910-576-2176



June 19, 2019

Mr. Ryan Strickland
 State Construction Office
 1307 Mail Service Center
 Raleigh, NC 27699-1307

Subject: Building 100 (Blair Hall) – Renovation, HVAC and Roof Replacement
 SCO ID# 17-16802-01B / NCCCS #2278
 Interior Renovation Construction Contract

<u>Code</u>	<u>Item</u>	<u>Funds Authorized</u>	<u>Source of Funds</u>	<u>General Funds Y/N</u>
N/A		\$4,045,000	NC Connect Bond / Golden Leaf	N

Dear Mr. Strickland:

The Board of Trustees of Montgomery Community College, meeting in formal session on June 12, 2019, voted to award interior renovation construction contract to H.M. Kern, Inc. and your concurrence is requested.

Enclosed is a copy of the certified bid tabulation, bid summary sheet (furnished by the designer) and the designer's recommendations.

Interior Renovations Contract

H.M. Kern, Inc.

Greensboro, NC

Base Bid	\$1,998,000
Plus Alternates 1, 3, 4 & 6	+ <u>684,000</u>
Total Interior Renovations Contract	\$2,682,000

Total Project Breakdown

Roof Replacement	\$828,995
Interior Renovations	2,682,000
Design Contract	316,690
Construction Testing, misc.	31,670
Contingency +5% (Int Renov)	150,805
Owners Reserve	<u>34,840</u>
Total Project Authorization	\$4,045,000

The overage on the Interior Renovation Contract (\$94,895) has been deducted from the original Owner's Reserve portion of the total project. No contingency was used on the roof contract, so there is a contingency remaining of over 8% (\$217,315) for the Interior Renovations contract, including construction testing, contingency and owner's reserve.

Subject: Building 100 (Blair Hall) – Renovation, HVAC and Roof Replacement
SCO ID# 17-16802-01B / NCCCS #2278

Sincerely,



Dr. Chad Bledsoe
President



Ms. Jeanette McBride
Vice President of Administration Services/CFO

Attachments: Bid Tabulation
Designer's Recommendation for Award
Low Bid Contractor Proposal
MBE Documentation

Proposal

WALLACE-DUNN HEATING & AIR CONDITIONING, INC.

P.O. BOX 581
TROY, N.C. 27371
(910) 439-5086

kimberleyostrander@gmail.com

Attn: Marcus Erwin

PROPOSAL SUBMITTED TO Montgomery Community College	PHONE (910) 576-6222	DATE 07/16/19
Address 1011 Page Street	JOB NAME Server Room	
CITY, STATE, AND ZIP CODE Troy, NC 27371	JOB LOCATION Main Campus	

We hereby submit specifications and estimates for:

HVAC Options:

Estimate to provide and install two Trane, 4 ton, split system air conditioners.

- line voltage wiring by Browning electric
- condensers on roof
- APR valve, for capacity control, installed on each unit
- controls by Champion Systems Inc. included
- both units will feed into a common spiral duct system to control air velocity
- includes all crane work, materials, permits, material and labor
- includes two 10 KW strip heaters, which will be controlled by CSI. Will act as humidity control by bringing strip heaters on when calling on humidity but not temperature
- full low ambient control kit installed

\$17,451.00

Line voltage wiring by Browning Electric

\$4,850.00

10% mark-up: \$485.00

\$5,335.00

Controls by Champion Systems Inc.

\$5,575.00

10% mark-up: \$557.00

\$6,132.00

Note:

To delete the two 120 KW strip heaters and line voltage wiring for them, deduct \$1,950.00 from total

We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

(\$28,918.00)

Payment to be made as follows:

Due upon receipt

Past due amount subject to finance charge=1.5% per month, 18.00% annual percentage rate.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Proposal to Use Quarter Cent Sales Tax for Loop Road

In an attempt to procure quotes to construct the loop road around the back of Building 500, only one bid was received. Several companies were contacted:

C.K. Earnhardt – no response

J. T. Russell – no response

SKC, Inc. – no response

Carolina Site – no response

Moore's Grading - \$26,037.50

Moore's Grading is the only company that has submitted a bid. They are the company being used by the general contractor for site grading for the new industrial maintenance building. Due to the construction industry being flooded with larger projects, smaller construction bid requests are more difficult to obtain.

Moore's Grading

Bid # 2019-18

36108 NC 740 Highway
Albemarle, NC 28001
(704) 422-3268

7/30/2019

MCC Road

Job Location: Montgomery County

	Amount
Clearing road if their guys remove trees We will dig up stumps and haul them away.	\$ 4,200.00
Removing topsoil	\$ 600.00
150' of 24" pipe	\$ 2,962.50
We need 60 loads of dirt	\$ 8,400.00
Grading road, packing dirt	\$ 3,300.00
Gravel road, 250' long, 20' wide, 4" deep Will take 100 tons.	\$ 2,125.00
Putting out stone and leveling up site	\$ 1,150.00
19 tons of rip rap	\$ 600.00
Putting out rip rap	\$ 200.00
Grass seeding and strawing back area	\$ 1,200.00
Removing concrete curb 20' long	\$ 300.00

Moore's Grading

Bid # 2019-18

36108 NC 740 Highway
Albemarle, NC 28001
(704) 422-3268

7/30/2019

Pouring curb back

\$1,000.00

Total amount of bid: \$26,037.50

Prices on this bid are only good for 30 days!

Terms Net 30

James W. Moore III
(704) 791-7704

Office Contact info
704-422-3268

We look forward to doing business with you!

Proposal for Firing Range Improvements

Using Foundation funds set aside years ago for a Firing Range, we have attempted to procure quotes to improve the firing range. We have been unsuccessful up to this point until Moore's Grading submitted a bid for \$29,625 on July 30, 2019. We would like to move forward with this contractor.

Moore's Grading is the company being used by the general contractor for site grading for the new industrial maintenance building and submitted the only bid for the firing range. Mark Dye, Director of the Gunsmithing Program, has contacted eight contractors with very few responses.

**Personnel Committee
Wednesday, August 14, 2019
6:00 p.m.**

Committee Members

**Gelynda Capel, Chairman
Phil Absher, Vice Chairman
Paula Covington
Robert Harris
Kerry Hensley
Claudia Bulhuis**

Agenda Items:

- **Call to Order.....Gelynda Capel, Chairman**
- **Personnel AppointmentGelynda Capel**
 - **Distance Learning Coordinator – Appendix D-1**
 - **Welding Instructor – Appendix D-2**
 - **Masonry Instructor – Appendix D-3**
 - **Chemistry/Biology Instructor – Appendix D-4**
 - **Facility Maintenance Instructor – Appendix D-5**
 - **Sustainable Agriculture Instructor – Appendix D-6**
- **Notice of Resignation**
 - **Electrical/Industrial Systems Technology Instructor – Appendix D-7**
 - **Mathematics Instructor – Appendix D-8**
- **Student Success & Retention Specialist – Appendix D-9 (Action)..Gelynda Capel**
- **New Business**
- **Adjourn**

Personnel Appointment

Name of Person	Corina Hill
Present Address	PO Box 541 New London, NC 28127
Position	Distance Learning Coordinator
Position Category	Level 5
Salary	\$40,000
Effective Date of Employment	7-1-2019
Budget Information	11.140.97.515000.80100

Position Description:

The Distance Learning Coordinator supports the implementation, development, integration and ongoing operation of the learning management system (Blackboard). Under limited supervision, the person will provide support to Blackboard users and administer the Blackboard (Bb) course management system. Additionally, the position will provide training to staff and faculty on the use of the college's LMS, as well as other topics related to teaching online.

The position also provides technical support to students and supervises a computer lab available for student use and academic testing.

Education and Certifications

School/Certification	Years Attended	Degree
East Carolina University	2017-2018	Teaching Certification
University of South Florida	2003-2006	BA, Business Administration

Work Experience

Employer	Dates of Employment	Position/Title
Stanly County Schools	August 2016-June 2019	EC Teacher
Montgomery County School System	October 2014-August 2016	EC Teacher
Baycare Health System	February 1997-August 2014	EMR Training Specialist

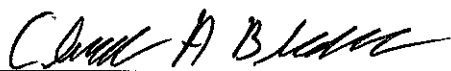
Professional Participation/Honors:

Hiring Committee

Person	Position
Cindy Ellison	Dean, Technology & Learning Resources
Tracey Wyrick	Dean, Public Services
Natalie Winfree	Dean, Arts & Sciences
Amy Friery	Dean, Health & Human Services
Andrew Gardner	Dean, Continuing Education
Carol Holton	Director, Institutional Effectiveness

Appointment Recommendation and Approval

A Hiring Committee of college personnel interviewed Corina Hill, checked his/her background, and found him/her qualified for the position. Upon recommendation from the Hiring Committee, I approve Corina Hill for the Distance Learning Coordinator position.



Chad A. Bledsoe
President

Personnel Appointment

Name of Person	Bobby Townsend
Present Address	10473 Siler City-Glendon Rd Bear Creek, NC 27344
Position	Welding Instructor
Position Category	Faculty
Salary	\$45,000 - 10 Month Contract
Effective Date of Employment	August 12, 2019
Budget Information	

Position Description:

The Welding position requires the ability to read welding symbols, experience with gas metal arc welding, shielded metal arc welding (STICK), plug welding, pipe welding, MIG and TIG required. AWS Certification, Certified Welding Inspector license, and teaching experience preferred. Instructor will work with High School and traditional age students providing effective instruction in assigned curriculum area.

Education and Certifications

School/Certification	Years Attended	Degree
Chatham Central HS	1990 – 1992	
Central Carolina CC	1999 – 2000	HSED
AWS Certified, OSHA 10 Certified		

Work Experience

Employer	Dates of Employment	Position/Title
Redwolf INC	06/12 – 08/19	Senior Welder III
Townsend Iron Works	2008 – 2012	Owner/Contract Welder
Sanford Steel Corp	1995 - 2008	Fabricator/Welder/Quality Control


Professional Participation/Honors:

Hiring Committee

Person	Position
Jessica Latham	Coordinator of Student Life and Recruitment
Jessica Hamilton	Director of Business and Industry Services
Tracey Wyrick	Director of Career and Technical Programs
Lee Proctor	Vice President of Instruction
Dylan Hurley	Department Chair Forestry

Appointment Recommendation and Approval

A Hiring Committee of college personnel interviewed July 9, 2019, checked his/her background, and found him/her qualified for the position. Upon recommendation from the Hiring Committee, I approve Bobby Townsend for the Welding Instructor position.



Chad A. Bledsoe
President

Personnel Appointment

Name of Person	Leroy Sean Hassell
Present Address	310 Hampshire Rd. Biscoe, NC 27209
Position	Facility Maintenance Instructor – Masonry
Position Category	Faculty
Salary	\$54,485 – 10 Month
Effective Date of Employment	August 12, 2019
Budget Information	

Position Description:

The Facility Maintenance Instructor - Masonry will provide instruction in both beginning and advanced Masonry courses that are part of the Facility Maintenance Technology Program.

Education and Certifications

School/Certification	Years Attended	Degree
West Montgomery High School	1982 – 1986	HS Diploma
Liberty University	2005 – 2009	Associate in Religion
University of Phoenix	2010	Lateral Entry courses

Work Experience

Employer	Dates of Employment	Position/Title
Montgomery County Schools	7/2006 – 8/2019	Masonry Instructor
Self-Employed	1991 - 2006	Masonry Contractor

Professional Participation/Honors:

Hiring Committee

Transitioned from Montgomery County Schools to Montgomery Community College to fill a CTE position.

Appointment Recommendation and Approval

Upon recommendation from the Hiring Committee, I approve L. Shawn Hassell for the Facility Maintenance – Masonry Instructor position.



Chad A. Bledsoe
President

Personnel Appointment

Name of Person	Donald Patterson
Present Address	109 Myrtle Ave. Hamlet, NC 28345
Position	Chemistry/Biology Instructor
Position Category	Faculty
Salary	\$45,000
Effective Date of Employment	August 12, 2019
Budget Information	

Position Description:

Instructor in Chemistry and Biology. Master's Degree or 18 graduate hours in Chemistry and Biology, teaching experience, and the ability to use computers/software to support instruction is required. College and/or University teaching experience is preferred.

Education and Certifications

School/Certification	Years Attended	Degree
Richmond Community College	1994 – 2004	Associate in Art
UNC – Pembroke	2003 – 2008	BS - Chemistry
Western Carolina University	2009 – 2010	MS – Biology
UNC – Wilmington	2010 – 2019	18 + graduate hours in Chemistry - MS – Chemistry pending
East Carolina University	2011	Certificate in Community College Instruction

Work Experience

Employer	Dates of Employment	Position/Title
Richmond Community College	May 2012 – July 2019	Instructor Biology/Chemistry
Bladen Community College	August 2011 – present	Adjunct Instructor
Northeastern Technical College	August 2010 – present	Adjunct

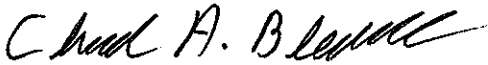
Professional Participation/Honors:

Hiring Committee

Person	Position
Natalie Winfree -Chair	Dean of Arts and Science
Donnie Hatchel	Director of Financial Aid
Rebekah Bunting	Department Chair – Math and Science
Sam Britt	Department Chair – English and Humanities
Wendy Vaughn	Director of Nursing

Appointment Recommendation and Approval

A Hiring Committee of college personnel interviewed Donald Patterson, checked his/her background, and found him/her qualified for the position. Upon recommendation from the Hiring Committee, I approve Donald Patterson for the Biology/Chemistry Instructor position.



Chad A. Bledsoe
President

Personnel Appointment

Name of Person	James Beck
Present Address	620 Yow Road Seagrove NC 27341
Position	Instructor – Facility Maintenance
Position Category	Faculty
Salary	\$45,000 – 10 Months
Effective Date of Employment	August 12, 2019
Budget Information	

Position Description:

Instructor in Facility Maintenance

Education and Certifications

School/Certification	Years Attended	Degree
Randolph Community College	1989 - 1995	Certificates in Machining, Electrical, Industrial Mechanic
North Moore High School	1971 - 1974	

Work Experience

Employer	Dates of Employment	Position/Title
Allen Tate Real Estate, LLC – Asheboro, NC	2018 – 2019	Broker
Virginia Department of Transportation – Bland, VA	2014 -2018	Tunnels Maintenance Manager
Virginia Tech	2007 – 2014	Maintenance Operations Manager
Unilever – Asheboro	1998 – 2006 1991 – 1998	Maintenance Planner/Coordinator Maintenance Technician

Professional Participation/Honors:

Licensed North Carolina Contractor; Licensed North Carolina Real Estate Broker; Journeyman in Industrial Electricity; Advisory Committee for Industrial Technology (Randolph Community College – 2000- 2004)

Hiring Committee

Person	Position
Jessica Latham	Coordinator of Student Life and Recruitment
Lynn Epps	Director of Educational Partnerships
Doni Hatchel	Director of Financial Aid
Jessica Hamilton	Director of Business and Industry Services
Tracey Wyrick	Director of Career and Technical Programs
Natalie Winfree	Dean of Arts and Science
Dylan Hurley	Department Chair Forestry

Appointment Recommendation and Approval

A Hiring Committee of college personnel interviewed James Beck, checked his/her background, and found him/her qualified for the position. Upon recommendation from the Hiring Committee, I approve James Beck for the Instructor – Facility Maintenance position.



Chad A. Bledsoe
President

Personnel Appointment

Name of Person	Andrew Courts
Present Address	3808 Madison Avenue Greensboro, NC 27403
Position	Instructor - Sustainable Agriculture
Position Category	Instructor
Salary	\$47,000 for 10 months
Effective Date of Employment	August 12, 2019
Budget Information	

Position Description:

Education and Certifications

School/Certification	Years Attended	Degree
NC A&T University	20012 - 2014	MS – Agricultural Education
Clemson University	1981 - 1986	BS – Agricultural Economics
Greensboro Day School	1979 - 1981	

Work Experience

Employer	Dates of Employment	Position/Title
North Carolina Energy Partners	2006 – 2019	Certified Energy Manager
Ag Light Innovations	2016 – 2017	Designer/Marketing
Guilford Technical Community College	2005 – 2014	Adjunct Instructor

Professional Participation/Honors:

Hiring Committee

Person	Position
Tracey Wyrick – Chair	Dean of CTE
Lynn Epps	Director of Educational Partnerships
Doni Hatchel	Director of Financial Aid
Dylan Hurley	Department Chair, Forestry
Jessica Latham	Coordinator of Student Life and Recruitment
Dr. Natalie Winfree	Dean of Arts and Science

Appointment Recommendation and Approval

A Hiring Committee of college personnel interviewed Andrew Courts , checked his/her background, and found him/her qualified for the position. Upon recommendation from the Hiring Committee, I approve Andrew Courts for the Instructor – Sustainable Agriculture position.

Chad A. Bledsoe

Chad A. Bledsoe
President

Ryan A. Cobb
311 Carolina Dr.
Troy, NC 27371
7/19/2019

Mr. Lee Proctor
Vice President of Instruction
Montgomery Community College
1011 Page St.
Troy, NC 27371

Dear Mr. Proctor,

It is with a heavy heart that I must inform you that I will not be returning to Montgomery Community College for the 2019-2020 academic year. While I appreciate the opportunity that MCC has given me to pursue my passion for teaching, I feel that I must advance my career and accept opportunities as they become available that strengthen my family and my future.

I have accepted a firm offer from Central Carolina Community College to develop and lead their new Electrical Systems Technology program for the 2019-2020 academic year.

I will begin my new duties at CCCC on 08/01/2019 and will coordinate with HR to process out of MCC within the next 2 weeks.

I wish nothing but the best for MCC and its employees and have only made this decision after deep contemplation, quiet prayer, and honest appraisal of my future goals and professional development.

Sincerely,



Ryan A. Cobb
Dept. Chair – Industrial Systems Technology
Montgomery Community College
1011 Page St.
Troy NC 27371

Accepted
7-19-19
L. Lee Proctor

July 24, 2019

Natalie Winfree
Montgomery Community College
1011 Page Street
Troy, NC 27371

Dr. Winfree,

Please accept my resignation from the position of mathematics instructor at Montgomery Community College. I will continue through the end of July in order to finalize the grades for my outstanding courses.


I have enjoyed teaching at Montgomery over the past year. The faculty and administration have been great to work alongside. I have accepted a position closer to home that will drastically reduce my daily commute.

I wish everyone in the department the best of luck and I hope that the changes coming to MCC in the near future bring only positive things.

Thank you,

Kevin Hathcock

Accepted, 7-24-19
S. Lee Peter

	Title: Student Success and Retention Specialist	
	Department: Student Services	
	Date: August 2, 2019	FLSA: Exempt
	Revision Date:	Job Rank: Level 6
Job Description		Page 1

1.0 Reports To: Vice President of Student Services

2.0 Supervises: None

3.0 Position Description:

The Student Success and Retention Specialist will assist with the promotion of a positive and successful learning experience for students in an effort to increase student retention, success, and completion. The Specialist is expected to be thoroughly familiar with the college and its many programs and services and with curriculum admission and enrollment processes, in particular. The Specialist will serve as a go-to resource for students at MCC. This individual is expected to handle confidential information with tact, discretion, and in compliance with FERPA regulations, as related to the scope of the position. Accuracy in maintaining assessment records and providing reports is essential. Computer skills are necessary to adequately perform the duties of the job.

4.0 Minimum Qualifications and Degree Requirements:

Bachelor's degree from an accredited college or university required; degree in Counseling, Human Services, Social Work, or related field preferred. 1-2 years of experience with the North Carolina Community College System preferred. Proficiency with Word and Excel preferred.

5.0 Essential Responsibilities:

- Serve as a Success Coach, assisting students with goal setting; with identifying, planning for, and overcoming potential obstacles; and with defining steps in education and career planning. The Specialist will build rapport and trust with students to support successful goal completion; monitor student progress toward goals; conduct follow up with students; and assist with advisement as needed.
- Assist with retention activities for all students at the College, management of the Early Alert system, preparation and implementation of intervention plans for at-risk students, collection and maintenance of data and documentation, and reporting.
- Administer placement tests and nursing entrance exams (i.e., HESI). Related duties include assisting with the maintenance of databases for student assessment, the interpretation of test scores for course placement, and the preparation of reports as requested.
- Assist with the administration and interpretation of career interests, values and personality inventories, as well as computerized software guidance programs to students including, but not limited to, COPS Interest Inventory, Career Scope, My Next Move, and the Myers Briggs test; provide support for other related functions as needed.
- Assist students with online admission and enrollment processes (CFNC, Residency Determination Service, Self-Service, etc.).
- Assist with follow-ups with students with excessive absences.
- Assist with college's tutoring program including marketing and linking students to academic supports.
- Assist with Title IX and ADA programming and counseling; assist Counselor with related record keeping and reporting.

	Title: Student Success and Retention Specialist	
	Department: Student Services	
	Date: August 2, 2019	FLSA: Exempt
	Revision Date:	Job Rank: Level 6
Job Description		Page 2

- Assist with providing other Student Success Center services to students (i.e. student support groups, career workshops, class presentations and specialty orientations, etc.).
- Assist with Student Government Association.
- Assist Student Services staff in meeting goals of the division. Duties may include assisting in admission and enrollment initiatives; assisting students with general information, requests, and program information; and providing clerical support as needed.
- Participate in Student Services activities and events (registration, orientation, graduation, open house, etc.).
- Participate in professional development activities (workshops, seminars, etc.), as well as civic and community events and activities as related to this position.
- Represent Montgomery Community College in the most positive manner with prospective, former and current students, clients, suppliers and the community we serve.
- Uphold the Montgomery Community College Mission Statement.
- Interact effectively with a diverse group of faculty, staff, students, and other customers of our services.
- Participate as a Weekend Administrator.
- Serve on College Teams as assigned.
- Perform other duties as assigned.

6.0 Difficulty of Work:

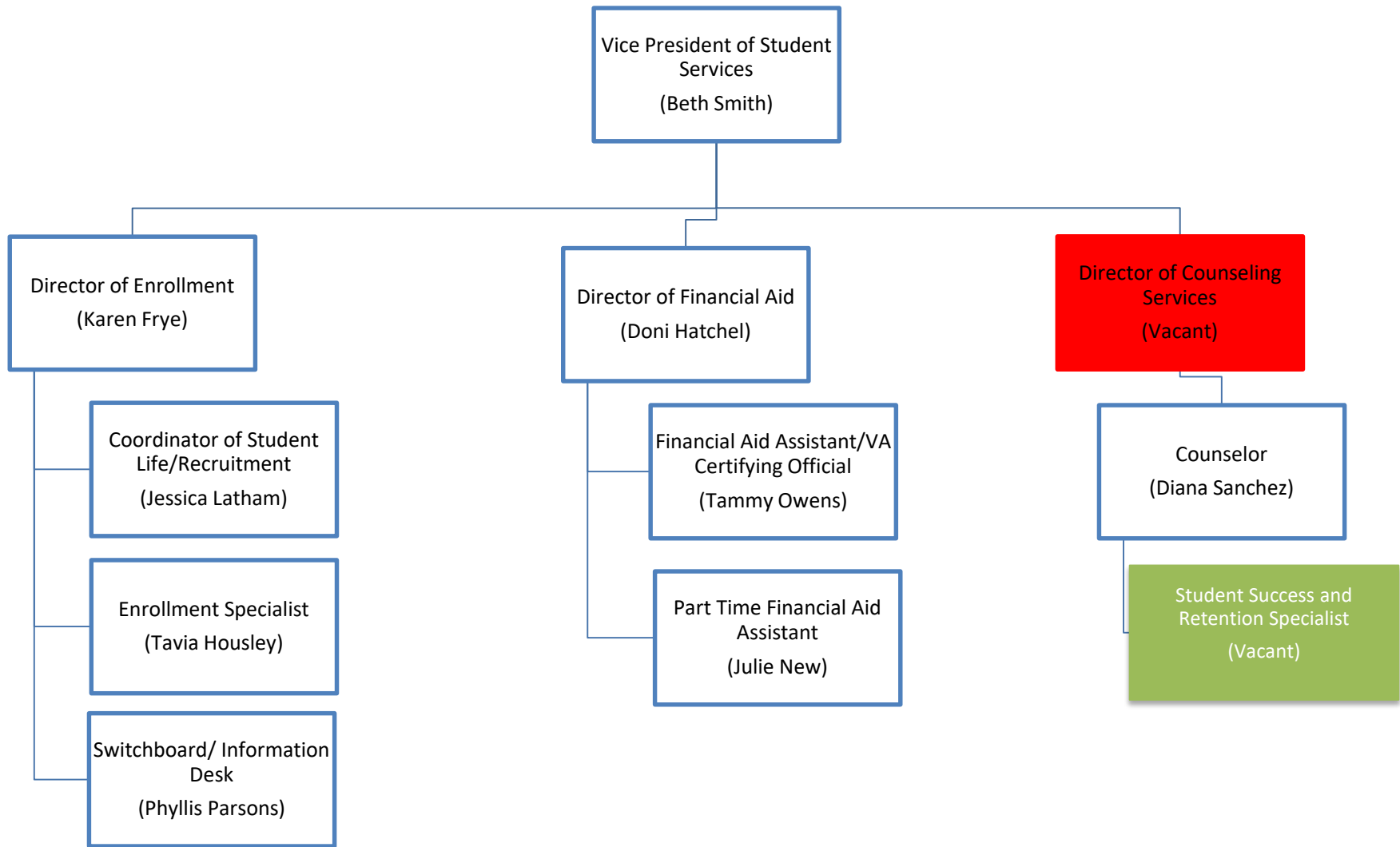
The Student Success and Retention Specialist position requires the ability to perceive relationships, to conceptualize, and to apply concepts across a range of duties. Work is generally done under established guidelines and under the direction of a supervisor, but the position does require independent judgment and thoughtful decision-making, especially in the role of overseeing learning communities and tutoring networks. Confidentiality is a must.

7.0 Equal Opportunity Employer Statement:

Montgomery Community College shall offer equal opportunity to its employees, applicants for employment, and students without regard to handicap, race, color, religion, national origin, political affiliation, sex or age, or disability (except where age or sex is a bonafide occupational qualification). Applicants will be judged solely on the basis of meeting the requirements of the position.

Montgomery Community College reserves the right to amend this job description by adding to, deleting, or modifying the job requirements as set forth above at any time.

Vice President of Student Services



**Curriculum and Student Services Committee
Wednesday, August 14, 2019
6:05 p.m.**

Committee Members

**Bill Price, Chairman
George Gilbreath, Vice Chairman
Katie Dunlap
Susan Hershberger
Johnny McKinnon
Claudia Bulthuis**

Agenda Items:

- **Call to Order..... Bill Price, Chairman**
- **Update from Vice President of Instruction – Appendix E-1 Lee Proctor**
 - **Continuing Education – Appendix E-2 Lee Proctor**
 - **2018-2019 Class Visitation Report – Appendix E-3 Lee Proctor**
- **Update from Vice President of Student Services – Appendix E-4 . Beth Smith**
- **MCEC and MCC MOU – Appendix E-5 (Action).....Dr. Chad Bledsoe**
- **New Business**
- **Adjourn**

Board Report
Vice President of Instruction
August, 2019

100%! All 20 of the 2019 Montgomery Community College LPN graduates have taken the NCLEX exam have passed the test. This is the second year in a row of 100% passing rate and it brings the College's 3-year average to 99%. Congratulations to the new nurses and thank to the faculty for all of their work.

Summer Camps – The last of the MCC summer camps has come to an end for 2019. Eighty area youth participated in the eight camps this summer. The wide variety of camps exposed students to a number of careers and experiences. Thank you to the faculty and staff who helped make these experiences possible. The camps were partially funded with NC Perkins Funds.

Camp Timberwolf – Montgomery County Schools sponsored the first Camp Timberwolf Career exploration camp. Over a 100 area 8th and 9th graders were exposed to programs and careers offered at the new CTE building. Students had the opportunity to explore learning opportunities not only on campus but in the community thru field trips including a tour of the CTE and Central High School buildings.

Open Source Options – Faculty continue to develop and evaluate open source learning resources to help keep down rising cost of textbooks. BIO 111 Intro to Biology, BIO 165 Anatomy and Physiology, and ENG 231 American Literature join a number of course that have already moved to Open Source resources for Fall 2019. The Faculty and Staff continue to look for ways to cut the cost of textbooks in the future.

Corrections Education - Montgomery Community College will receive \$111,507 in funding from the North Carolina Department of Public Safety for instruction at Southern Corrections. Classes are being offered at both the Minimum Security Unit and the Closed Custody Unit. Enrollment is expect to grow at the Closed Custody Unit as the occupancy numbers increase. Occupancy is still low in the unit but is expected to grow in the coming months.

“The Cover of the Rolling Stone” – We didn't quite make it but the MCC Gunsmithing Program did make the cover of the Fall 2019 Brownell Catalog. Students won a video contest to be featured on the catalog. Congratulations to Mark Dye and the students and instructors in the program.

Board Report
Continuing Education Department
August, 2019

Business & Industry:

- Customized Training Project for AmeriQual Aseptic is in the building phase.
- NC BioNetwork sponsored summer camp at MCC was a huge success.

Apprenticeship:

- Established a new apprenticeship program with Carolina Dairy and AmeriQual Aseptic. They are sponsoring a total of 3 apprentices this year.
- Established a medical apprenticeship (C.N.A. 1) in Montgomery County, which is the first of its kind in the Sandhills Prosperity Zone

Foundational Studies

- During the fall term all day classes will be offered off campus to best meet students where they are.
- Attended TABE update and training workshop
- Attended Performance Partnership Summit

NC Works Career Center

- Hosted a hiring fair July 29th for Southern Correctional Institute.

Small Business Center

- Attended 10 Days in Uwharrie N.C. Outdoor Festival planning meeting. The SBC will host the Uwharrie Recpreneur Summit during this event.

Dean:

- Workforce Development Center gave a presentation to all Camp Timberwolve Camp campers about the services and programs that are offered by NC Works and the MCC CE Division.



MONTGOMERY COMMUNITY COLLEGE

1011 PAGE ST. • Troy, NC 27371 • TELEPHONE: (910) 898-9600 • FAX: (910) 576-2176

MEMORANDUM

To: Chad Bledsoe Ph.D., President
From: Andrew Gardner, Dean of Continuing Education
Date: July 29, 2019
Subject: Spring 2019 Class Visitation Log Report

In accordance with the College's Internal Audit Plan, Policy 504.00, 50% of all off-campus classes and 25% of all on-campus classes are to be visited during each semester by the corresponding program manager. In addition, the Dean of Continuing Education is required to visit a minimum of 10% of off-campus classes.

During the spring semester 2019 the Continuing Education Department, through its Basic Skills, Customized Training, and Occupational Extension program, offered 90 courses on campus and 92 courses at off campus distant learning venue for a total of 182 courses. Of the 90 courses offered on campus, 63 required verification. Of the 92 courses offered off campus, 28 required verification. Please see enclosed chart for further information.

Montgomery Community College

CONTINUING EDUCATION ACCOUNTABILITY/CREDIBILITY PLAN IMPLEMENTATION BY DIRECTOR SPRING SEMESTER 2019

ON CAMPUS

DIRECTOR	TOTAL CLASSES OFFERED	TOTAL CLASSES NON-EXEMPT	# VISITS	PERCENTAGE 25% required
Beaman, Riley	55	31	31	100%
Gardner, Andrew	8	8	7	88%
Hamilton, Jessica	12	9	8	89%
Thomas, Crystal	-	-	-	-
Deanne, Brown	5	5	5	100%
Williams, Alex	10	10	9	90%
TOTALS	90	63	60	93%

OFF CAMPUS

DIRECTOR	TOTAL CLASSES OFFERED	TOTAL CLASSES NON-EXEMPT	# VISITS	PERCENTAGE 50% required
Beaman, Riley	60	5	5	100%
Gardner, Andrew	3	2	2	100%
Hamilton, Jessica	19	11	10	91%
Thomas, Crystal	5	5	5	100%
Deanne, Brown	5	5	5	100%
Williams, Alex	-	-	-	-
TOTALS	92	28	27	98%

CONTINUING EDUCATION ACCOUNTABILITY/CREDIBILITY PLAN IMPLEMENTATION BY DEAN SPRING SEMESTER 2019

OFF CAMPUS

DEAN	TOTAL CLASSES OFFERED	TOTAL CLASSES NON-EXEMPT	# VISITS	PERCENTAGE 10% required
Gardner, Andrew	92	28	16	57%

MCC Board of Trustees – August 14, 2019 Update from the Student Services Division

Highlights & Previews

- Student Services staff are preparing for the move to RISE.
- Admissions staff members are dealing with a bogus application issue that is affecting colleges state-wide.
- Recruitment and Enrollment staff conducted follow-up activities for fall prospects and applicants.
- The 2019-2020 Student Handbook is ready for distribution.
- The 2019-2020 college catalog is ready for distribution.

Montgomery County Early College High School (MCEC) AGREEMENT

The parties to this Agreement are the Montgomery County Schools Board of Education (hereinafter MCS) and the Montgomery Community College Board of Trustees (hereinafter MCC or “college”)

This Agreement states the terms and conditions for the establishment and operation of the Early College High School (hereinafter MCEC or "the high school"), a highly supportive and academically challenging learning environment for students underserved in a traditional high school setting and underrepresented in the Science, Technology, Engineering, Arts and Mathematics (STEAM) disciplines.

RECITALS

- A. The parties intend that the MCEC will be a distinct school with its own students and programs. The intention is for MCEC to be a 4/5-year program serving grades 9-13.
- B. MCC is a constituent institution of the NC Community College System
- C. MCEC is not a department, division, or unit of MCC.
- D. Throughout the term of this Agreement, the two parties maintain their separate legal identities and programs.
- E. The parties intend to align both talent and resources as appropriate and as practicable to promote the MCEC mission.
- F. The party's relationship will be governed by North Carolina General Statute 115C- 238.50, Flexibility for High School Innovation and UNC Policy 400.6.1 [R], as that regulation may be from time to time revised.

TERMS AND CONDITIONS

The MCEC will be a public high school under the authority of MCS. All federal, state, and local laws applicable to public high schools, unless granted a waiver by the State Board of Education, will be applicable to the MCEC.

I. MCEC Staffing:

1. The principal of the MCEC will be appointed by MCS and will have executive authority over the high school programs and activities. The principal will select and supervise qualified and certified teachers to provide courses for the high school programs. MCS will compensate the principal, teachers and high school staff of the MCEC.
2. The individuals occupying these positions shall be employees of MCS, not MCC. MCC will offer and provide, for consideration during annual reviews, input regarding the job performance of the principal, faculty, and staff to the appropriate MCS supervisor related to managing elements of joint operations.

3. MCC will appoint and fund a Community College/High School Liaison ("Liaison"). The Liaison will be a MCC employee and not an employee of MCS. MCS, including the MCEC principal, will offer and provide input in the evaluation of the Liaison with regard to the elements of joint operations.
4. MCC Employee Background Checks:
MCC agrees to conduct criminal background checks on each college employee who works within the MCEC designated area while students are on the MCC campus, including but not limited to custodians, maintenance workers, administrators, clerical staff, any volunteers, and in general all persons reasonably likely to have contact with students. Independent contractors who intend to work for MCC will not be allowed in the MCEC designated area unless they are bonded or receive a clean CBC report. Such checks must be completed prior to the employee or independent contractor beginning work at MCC. MCC will not allow any employee or independent contractor into the MCEC designated area whose criminal background check is not free of criminal convictions that indicate that the individual poses a threat to the physical safety of students or MCS personnel.
5. MCC agrees to conduct checks on the lists or registries currently specified in NCGS 15C-332.1 to determine if MCC employees working within the MCEC facility are on such lists or registries, and ensure that MCEC students, while within the MCEC facility, will not have direct interaction with any MCC employees listed on such lists or registries.
6. The parties acknowledge that pursuant to General Statute 14-208.18, it is unlawful for some persons required to register as a sex offender under North Carolina law to knowingly be within 300 feet of any location intended primarily for the use, care or supervision of minors, when the place is located on premises that are not intended primarily for the use, care, or supervision of minors. Violation of this statute is a felony.
7. MCS and MCC intend to provide mutual professional development opportunities to faculty as time and resources permit. Faculty from either organization are encouraged to attend when pertinent.

II. MCEC Operations:

1. Day-to-day management of MCEC and decision-making authority with regard to programmatic operational issues is vested in the principal of the MCEC, subject to the advice and consent of the Superintendent and MCS. Policy decisions with respect to the operations of the MCEC are made by MCS. Should any such issues directly and substantially affect MCC, MCS or its designee will consult with the MCC Liaison or appointee.
2. An advisory committee comprised of representatives from MCC and MCS will meet on a regular basis to evaluate instructional and programmatic activities, identify problems, challenges, and concerns, and make recommendations regarding more effective coordination and collaboration. Membership expansion of the committee will be mutually agreed upon by MCS and MCC.

3. All federal, state, local and MCS requirements for public high schools will be followed, met and paid for by MCS including but not limited to curriculum, instructional calendar, transportation, provision of meals, provision of health services, including counseling, compliance with laws and regulations governing the education of students with disabilities, compliance with federal laws governing privacy of student records, and compliance with state laws governing the health and safety of minors and discipline.
4. MCS is responsible for all instructional and office supplies for the principal, teachers, counselors, and high school staff. Any supplies or equipment provided for the MCEC by MCS will remain the property of MCS.

Academic Calendar

5. In accordance with NCGS 115C-84.2, MCEC shall provide instruction each school year for at least (i) 185 days or (ii) 1025 hours during 9-10 calendar months, according to the instructional calendar for MCEC adopted by the Board of Education.
6. MCS will make all reasonable efforts to adopt an instructional calendar for MCEC that will follow the MCC academic calendar. MCS agrees to annually utilize the standing calendar waiver from the State Board of Education allowing it to adopt a calendar for MCEC that aligns with the MCC academic calendar.
7. Neither party shall have control over the other party with respect to its hours, times, employment, etc.; however, consideration will be made for students that must ride the bus to attend classes at MCC. Appropriate alternative/make-up assignments will be permitted when students are absent from class when MCS is not in session, MCS weather delays, and MCS early release days.
8. MCC will make decisions regarding weather-related closings independently of any such decisions by MCS. If MCC is closed or working on a reduced schedule, any services provided to MCEC under this or any other Agreement may be suspended or reduced; however, the building may remain available for MCEC students/staff. If school closed time due to weather, students will have the ability to make up MCC classes and/or coursework.

Information Technology

9. MCS will be responsible for ensuring compliance with restrictions to Internet access as required for public schools in North Carolina.
10. MCC's Office of Information Technology will provide support to the MCEC and work in collaboration with the MCS's Technology Department.
11. MCS will provide all IT infrastructure and wired/wireless access for MCS faculty, students, and staff. MCC will provide classroom peripherals (projectors) and telephone services needed for MCEC.

12. MCEC faculty, staff, and students will be issued MCC identification cards that indicate they are affiliated with the MCEC and are required to possess these cards while on campus.

Media and Public Relations

13. All public inquiries regarding admissions, programs, or operations of the MCEC shall be referred to the appropriate MCS administrator and/or public relations officer with timely notification of such inquiries or public information releases to MCC.

Parking

14. Parking will be accessible for MCEC faculty, staff, and students except when parking access may be altered due to special events. MCEC students who park on campus must follow parking regulations established by MCEC and as outlined for currently enrolled MCC students. Bus parking will be designated based on a mutually agreed upon location.

Food Service

15. Routine breakfast and lunch food service for students at the MCEC will be provided by MCS. MCS will distribute meals and students will consume meals at a mutually agreed upon location.

III. Funding and Finances:

1. MCS, MCC, and the Montgomery Foundation will jointly fund the purchase of college level textbooks and/or other assigned course materials for MCEC students up to a mutually agreed amount. College textbooks must be used for at least 6 semesters, when at all possible, unless mutually agreed that a new book must be purchased.
2. Tuition and Fees. MCC will waive tuition and fees for MCEC students enrolled in college courses based on courses agreed upon.

IV. Student Recruitment and Enrollment:

1. The MCEC will enroll at least 100 students by the first year of operation (i.e. the 2017-2018 academic year) so that it is a recognized high school by NCDPI; provided that the head count may be modified by NCDPI upon recommendation of MCS. However, notwithstanding the foregoing; or any other provision of this Agreement, a target enrollment of 50 students per grade level for a total enrollment of 250 students will not exceed 260 without the express mutual consent of all parties to this Agreement.
2. Applicants to the MCEC must complete an application mutually developed and approved by representatives of MCS and MCC.

3. Selection of MCEC students will be made using the MCS student assignment portal and lottery. Students applying to MCEC must enter the lottery and meet all established eligibility criteria. Eligibility criteria will be established by an admissions committee. The primary focus of the MCEC is to establish a highly supportive and academically challenging learning environment for students underserved in a traditional high school setting and underrepresented in the Science, Technology, Engineering, Arts, and Mathematics disciplines.
4. Students participating in the MCEC will be identified and tracked in Colleague at MCC (Colleague is the college's administrative software that maintains financial, student, financial aid and human resources data) and will be placed in a unique category for Early College High School (ECHS) students.

V. Students with Disabilities:

1. MCS will ensure the implementation of the Individualized Education Program (IEP) or Section 504 plan for students with disabilities eligible under the federal Individuals with Disabilities Education Improvement Act (IDEA) or Section 504 of the Rehabilitation Act for all high school classes offered at the MCEC.
2. In accordance with Section 504, eligible students with disabilities enrolled in college level courses who desire accommodations must register with the MCC Office of Disability Services. Students who register with the Office of Disability Services will be provided college level accommodations for their college classes.

VI. Student/ Staff Conduct and Welfare:

1. MCEC students who are enrolled in MCC classes, and all MCEC students, faculty and staff, while in MCC facilities, on MCC property or in MCC classes, will comply with all state and local laws and applicable MCC regulations and policies. Failure to follow these proscriptions will subject the individual to the disciplinary procedures of MCC and may result in suspension, expulsion, and/or being trespassed from MCC. In such cases, all procedural rights will be provided by and in accordance with the policies of MCC.
2. Likewise, while participating in the MCEC program, the students, faculty and staff of the MCEC will comply with all state and local laws, and applicable MCS regulations and policies, in particular, the MCS Code of Student Conduct. Failure to follow these provisions will subject the individual to the disciplinary procedures of MCS and, for students, may result in suspension or expulsion from the MCEC program and/or from MCS. MCS will adopt any rules necessary to its governance of the school, provided that those rules will not be inconsistent to those in force at MCC. In the event of any conflict between applicable MCC policies and MCS policies, the parties will work on good faith to resolve any such conflicts.

3. Students are subject to the MCS Code of Student Conduct. Students may be suspended or removed from the program by the MCEC principal for violation of rules or regulations of MCS, according to the MCS policies and regulations for revoking a student's enrollment in a school and according to federal, state and local laws and policies governing student disciplinary procedures. MCC may not reject such disciplinary decisions or determinations; however, the MCEC principal may seek advice from MCC officials prior to making these decisions.
4. Any future enrollment at MCC is contingent upon separate admission to the regular college program.
5. If a MCEC faculty, staff, or student experiences an illness or accident while attending college classes or functions, incident response will follow MCC protocols.

VII. Confidentiality of Student Information:

1. All student records made or received in the course of performing this Agreement are subject to the confidentiality, disclosure, and re-disclosure provisions of applicable federal and state statutes and regulations. All MCEC student records and any required access log will be maintained by MCS. MCC must maintain student records for courses taken at the MCC.
2. MCC considers the MCS principal, faculty and staff at the MCEC as MCC "school officials" for the purposes of the Family Educational Rights and Privacy Act (FERPA) and MCC Policy 402, but only with respect to records of MCEC students taking classes at MCC. MCS officials along with the Liaison are responsible for talking with high school students along with their parents/ guardians about FERPA and providing them with the Student Consent Form for Access to Education Records.

VIII. Curriculum and Matriculation to MCC:

1. MCC must provide selected college-level courses for the students enrolled in the MCEC. MCC faculty will teach these courses. MCC is fully responsible for the compensation of any College faculty member whose classes include MCEC students.
2. MCS will ensure that all students enrolled in the MCEC are provided with courses that meet the minimum course requirements for admission to the University of North Carolina, provided that upon recommendation of MCS, the Board of Governors of the University of North Carolina may waive these requirements.
3. Successful completion of these MCC courses will entitle the student to academic credit at the college-level.

4. Students must meet with the MCEC counselor, career development coach, and/or MCC Advisor/Liaison before registering for any MCC classes for the following term. Once registration is completed and verified by the Liaison or designee, MCEC students will not be allowed to modify their schedule or drop classes unless special circumstances warranted an exception by the MCEC counselor. The MCEC counselor/principal will be provided with an MCC EVAL for each student at least once a year.
5. MCC will keep the MCEC abreast of students in jeopardy of failing a class and provide numerical grades for the purpose of calculating district GPAs. Semester grades and grading policies are outlined in each instructor's course syllabus. MCEC personnel are responsible for advising MCEC students concerning academic progress in the course's high school component. Students must attend 80% of all MCC classes. Appropriate alternative/make-up assignments will be permitted when students are absent due to school sanctioned activities (sports, field trips, early release days, weather delays, etc.).
6. It is assumed that a vital part of every student's education is regular attendance of class meetings. MCEC and MCS faculty members must keep a current attendance record on all students in compliance with MCS and MCEC attendance policies.
7. Awarding Credit for Courses. The College will award credit for courses for which courses have been agreed upon and have been approved. These courses shall have been evaluated and approved through the office College curriculum approval process in accordance to state requirements and shall be at a more advanced level than courses taught at the high school level.

IX. Facilities:

1. During the terms of this agreement the MCEC will be located on property owned or controlled by MCC.
2. MCC will be responsible for providing utilities (e.g., electrical, water, sewer), telecommunication connectivity and operations, grounds maintenance, building maintenance, trash removal services, and custodial services and supplies.
3. MCEC faculty, staff and students will be provided limited and controlled access to the MCC facilities, including the MCC library. Access to the library, public spaces and classroom buildings for students enrolled in MCC classes shall be the same as provided to MCC students. Reasonable monitoring of the students' compliance with access to facilities and Internet access will be the responsibility of the school principal.
4. MCEC will be allocated classroom spaces, office spaces, lunch service space, and storage areas as mutually agreed upon by MCS and MCS. MCEC access to areas for assemblies, testing, outdoor recreation, and conference rooms will also be assigned when needed as mutually agreed upon by MCS and MCC.
5. All MCEC students, faculty and staff must abide by MCC policies and regulations concerning its facilities as well as any restrictions required by MCC and MCS.

6. MCC and MCEC will work collaboratively to complete any safety drills (e.g., fire, tornado, lock down) as required by law and to prepare students and staff in case of an emergency. MCEC will serve on MCC's safety committees as mutually agreed upon by MCS and MCC.
7. If any MCEC student, instructor, or administrator should experience an accident or sudden illness while on the premises of MCC, the response to such incidents will be based upon operating MCC regulations, guidelines, and procedures as well as other agreements between MCS and MCC that have been executed for specific issues.

X. Terms of Agreement:

1. This Agreement is effective from July 1, 2019 to June 30, 2021. During the term of this Agreement, it may be amended or supplemented by mutual written consent of both MCS and MCC. The parties are committed to securing additional funding to support MCEC beyond the initial term of this agreement. To this end, the parties will initiate and jointly conduct a program/facility review during the fourth year of this agreement, to be completed by the end of the fifth year of the agreement. Based on that program/facility review, the parties will either commit to designing, siting, funding and constructing a permanent MCEC facility or proceed to terminate this agreement pursuant to section XI below.

XI. Termination:

1. MCS and MCC each reserve the right to terminate this agreement upon 90 days' written notice to the other party. If notice of termination is served during the MCEC academic year, the termination will not become effective until the day after the last day of the academic year. Notification must allow for the completion of the current academic year and one subsequent academic year.
2. If this Agreement is terminated, it shall have no adverse effect upon the students already admitted to MCC after completion of the MCEC degree.

XII. Liability:

MCS and MCC are each responsible for the negligence or intentional harm caused by its employees; however, nothing in this section may be construed to waive any defense of sovereign immunity which might otherwise be available to MCS or to MCC; provided further that nothing in this section may be construed to limit the rights of the Attorney General of North Carolina to bring claims for or to defend claims against MCC.

XIII. Force Majeure:

If the performance of the obligations under this Agreement, other than obligations involving the payment of money, is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure means fire, earthquake, hurricane, flood, act of God, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned that is beyond the control of a party that has the obligation.

XIV. Severability:

Unless otherwise expressly provided herein, the rights of the parties hereunder are severable several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality, or limitation of the enforceability of any party of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality, or enforceability of this Agreement in all other respects.

XV. Assignment:

This Agreement may not be assigned or subcontracted, in whole or in part, without written agreement of all parties, but if the same is assigned by agreement, it is binding in all respects on the assignee.

XVI. Notices:

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective 'when sent'. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service, addressed appropriately to the intended recipient as follows:

If to MCS:
 Superintendent
 Montgomery County Schools
 PO Box 427
 Troy, NC 27371

If to MCC:
 President
 Montgomery Community College
 1101 Page Street
 Troy, NC 27371

XVII. Governing Law:

This Agreement and the rights and obligations of the parties hereto are governed by and are to be construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction.

XVIII. Entire Understanding:

This Agreement contains the final expression of the parties' intent and sole and entire understanding between MCS and MCC with regard to the subject matter of this Agreement. Any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, are merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement may not be modified or amended in any manner except in writing signed by both parties hereto. The Agreement may be renewed at the end of the Initial Term specified upon such terms as the parties agree.

Affirmation of Support:

We affirm that we have read and approved this Agreement to operate the Montgomery County Early College High School, and we are prepared to support all assurances and program commitments made in this agreement.

Montgomery County Schools Board of Education

By: _____

Superintendent

Montgomery Community College

By: _____

President

**Legislative/Public Relations Committee
Wednesday, August 14, 2019
6:15 p.m.**

Committee Members

**Paula Covington, Chairman
Claudia Bulthuis, Vice Chairman
Kerry Hensley
Bill Price**

Agenda Items:

- **Call to OrderPaula Covington, Chairman**

- **Legislative UpdateDr. Chad Bledsoe**
 - **Proposed Amendment of 1H SBCCC 400.2 – Admission to Colleges – Appendix F-1**
 - **Proposed Adoption of 1A SBCCC 200.1 – General Provisions– Appendix F-2**
 - **Proposed Amendment of 1E SBCCC 700.4 - College Access Parking Security Fees– Appendix F-3**
 - **Proposed Adoption of 1B SBCCC 100.1 – Definitions – Appendix F-4**
 - **Proposed Amendment of 1B SBCCC 200.3 - Establishing Multi-Campus Centers – Appendix F-5**

- **Public Relations/Marketing Update – Appendix F-6..... Michele Haywood**

- **New Business**

- **Adjourn**



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Peter Hans, President

23 July 2019

MEMORANDUM

TO: Members of the State Board of Community Colleges
 Community College Presidents
 Boards of Trustees Chairs
 Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Continuing Education Officers, Financial Aid Officers, Personnel Directors, Student Development Administrators, Public Information Officers, Registrars, & Other Interested Parties

FROM: Jonathan R. Harris, *NCCCS General Counsel*

RE: **Proposed Amendment of 1D SBCCC 400.2 – Admission to Colleges**

The State Board of Community Colleges (“SBCC”) has initiated the rulemaking process to amend **1D SBCCC 400.2 – Admission to Colleges**. The proposed change will allow colleges to require the Social Security Numbers of applicants as a part of the admissions process, with some exceptions.

The proposed amendment is published on the NC Community College System's website, www.nccommunitycolleges.edu/sbcccode. For your convenience, a copy of the proposed rule, with the changes indicated, is attached to this memorandum. Strikethroughs indicate deletions of existing language and underlines indicate additions of language. Please post a copy of the proposed rule in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rule. Please note that any person who submits a public comment on behalf of their community college should comply with their college's local process for submitting comments on a proposed rule. **Written comments on the rule must be received by no later than 5:00 p.m. on 22 August 2019.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on 7 August 2019.** Written comments and requests for hearing shall be directed to the following address: Jonathan Harris, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by **email to publiccomments@nccommunitycolleges.edu**. Thank you for your attention to this matter.

**CC19-033
 E-mail Copy**

Attachments



State Board of Community Colleges Code

Notice of Proposed Rulemaking Form

Date: 23 July 2019

Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed	Amend 1D SBCCC 400.2 – “Admission to Colleges”
---	--

Specify whether the SBCC proposes to adopt amend, or repeal a rule:

Adopt (new rule)	Amend (change existing rule)	Repeal (delete entire rule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Rationale for proposed adoption, amendment or repeal:	Based upon General Counsel Shante' Martin's interpretation and guidance of federal and state legislation, we were notified that it is permissible to require the Social Security Numbers as a part of the admissions process with some exceptions.
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Proposed Effective Date of Rule	October 1, 2019
--	-----------------

1D SBCCC 400.2 is proposed for amendment as follows:



1 **State Board of Community Colleges Code**

2 **TITLE 1. COMMUNITY COLLEGES**

3
4 **CHAPTER D. EDUCATION PROGRAMS**

5
6 **SUBCHAPTER 400. CURRICULUM**

7
8 **1D SBCCC 400.2 Admission to Colleges**

9 (a) Each college shall maintain an open-door admission policy to all applicants who are
10 legal residents of the United States and who are either high school graduates or are
11 at least 18 years of age. Community colleges shall not solicit or use information
12 regarding the accreditation of a secondary school located in North Carolina that a
13 person attended as a factor affecting admission to the college or to any program of
14 study, loans, scholarships, or other educational activity at the community college,
15 unless the accreditation was conducted by a State agency. For purposes of this
16 Section, the term "accreditation" shall include certification or any other similar approval
17 process. Officials of each college shall perform student admission processing and
18 placement determinations. Admission requirements for an emancipated minor shall
19 be the same as for an applicant 18 years old or older. Provisions with respect to
20 admission of minors are set forth in 1D SBCCC 200.95 and 1D SBCCC 300.4.

21 (b) For the purposes of this Section, "undocumented immigrant" means any immigrant
22 who is not lawfully present in the United States. Community colleges shall admit
23 undocumented immigrants under the following conditions:

24 (1) Community colleges shall admit an undocumented immigrant only if he or she
25 attended and graduated from a United States public high school, private high
26 school, or home school that operates in compliance with State or local law;

27 (2) When determining who is an undocumented immigrant, community colleges shall
28 use federal immigration classifications;

29 (3) Undocumented immigrants admitted under Subparagraph (b)(1) of this Rule shall
30 comply with all federal and state laws concerning financial aid;

- 1 (4) An undocumented immigrant admitted under Subparagraph (b)(1) of this Rule shall
2 not be considered a North Carolina resident for tuition purposes. Colleges shall
3 charge all undocumented immigrants admitted under Subparagraph (b)(1) of this
4 Rule out-of-state tuition whether or not the undocumented immigrant resides in
5 North Carolina;
- 6 (5) When considering whether to admit an undocumented immigrant into a specific
7 program of study, community colleges shall take into account that federal law
8 prohibits states from granting professional licenses to undocumented immigrants;
9 and
- 10 (6) Students lawfully present in the United States shall have priority over any
11 undocumented immigrant in any class or program of study when capacity
12 limitations exist.
- 13 (c) Boards of trustees may adopt policies regulating admission and graduation of students
14 enrolled in courses mandated under G.S. 17C, North Carolina Criminal Justice
15 Education and Training Standards Commission, or G.S. 17E, North Carolina Sheriffs'
16 Education and Training Standards Commission. These policies may limit enrollment
17 to law enforcement officers or persons sponsored by law enforcement agencies and
18 may require a student to maintain sponsorship by a law enforcement agency until
19 completion of the program. Policies adopted pursuant to this Paragraph shall be
20 published and made available to students and prospective students.
- 21 (d) Any college suspending or expelling a student for non-academic disciplinary purposes
22 shall record the suspension or expulsion in the student's educational record. Upon
23 receipt of a written request signed by the student and subject to all applicable privacy
24 laws, each college shall, in accordance with the student's request, inform other
25 colleges and universities of the term and circumstances of the student's non-academic
26 disciplinary suspension or expulsion, if any. Boards of trustees may adopt policies
27 refusing admission to any applicant during any period of time that the student is
28 suspended or expelled from any other educational entity.
- 29 (e) Boards of trustees may adopt policies refusing admission to any applicant if it is
30 necessary to protect the safety of the applicant or other individuals. When making a
31 safety determination, colleges may refuse admission to an applicant when there is an

1 articulare, imminent, and significant threat to the applicant or other individuals.
2 Colleges refusing admission on the basis of a safety threat shall document the
3 following:

4 (1) Detailed facts supporting the rationale for denying admission;

5 (2) The time period within which the refusal to admit shall be applicable and the
6 supporting rationale for the designated time period; and

7 (3) The conditions upon which the applicant that is refused would be eligible to be
8 admitted.

9 (f) Boards of trustees shall implement an appeals process for applicants denied
10 admission pursuant to either Subsection (e) or denied enrollment pursuant to
11 Subsection (h) of this Section.

12 (g) Boards of trustees may adopt policies refusing admission to any applicant who is not
13 a resident of North Carolina who seeks enrollment in any distance education course
14 only if that applicant resides in a State where the college is not authorized to provide
15 distance education in that State.

16 (h) Except for courses governed by subsection (c) above, if a community college has a
17 program or develops a program that requires students to possess a firearm, that board
18 of trustees shall adopt local policies requiring proof of eligibility to possess firearms to
19 be enrolled in such program. For the purposes of this Section, "firearms" shall have
20 the same definition as G.S. 14-409.39(2). For the purposes of this Section, proof of
21 eligibility shall include:

22 (1) Any current, valid State-issued permit to purchase a firearm;

23 (2) A current, valid State-issued concealed carry permit from North Carolina;

24 (3) A current, valid State-issued concealed carry permit from a state with a reciprocal
25 concealed carry agreement with North Carolina;

26 (4) Proof of an exemption from permit requirements pursuant to G.S. 14-415.25; or

27 (5) A background check that is determined by the college. The sole purpose of the
28 background check shall be to determine whether an applicant can lawfully possess
29 a firearm in North Carolina pursuant to G.S. 14-269.8, G.S. 14-404(c), G.S. 14-
30 415.1, G.S. 14-415.3, and G.S. 14-415.25.

1 (i) Boards of trustees may adopt policies refusing admission to any applicant who refuses
2 to provide a social security number during admission and enrollment processing
3 except for the following applicants:

4 (1) Students taking courses for which no academic credit is offered;

5 (2) Nonresident alien students;

6 (3) Students whose qualified tuition and related expenses are entirely waived or paid
7 entirely with scholarships; and

8 (4) Students for whom the community college does not maintain a separate financial
9 account and whose qualified tuition and related expenses are covered by a formal
10 billing arrangement between the community college and the student's employer or a
11 governmental entity.

12
13 *History Note: Authority G.S. 115D-1; 115D-5; 115D-20;*

14 *Eff. February 1, 1976;*

15 *Amended Eff. _____; [November 1, 2017](#); [March 1, 2016](#);*

16 *[November 1, 2014](#); July 10, 2010; January 1, 2006; January 1, 1996;*

17 *September 1, 1993; January 1, 1987; May 1, 1982.*



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Peter Hans, President

23 July 2019

MEMORANDUM

TO: Members of the State Board of Community Colleges
 Community College Presidents
 Boards of Trustees Chairs
 Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Continuing Education Officers, Financial Aid Officers, Personnel Directors, Student Development Administrators, Public Information Officers, Registrars, & Other Interested Parties

FROM: Jonathan R. Harris, *NCCCS General Counsel*

RE: **Proposed Amendment of 1G SBCCC 200.1 – General Provisions**

The State Board of Community Colleges (“SBCC”) has initiated the rulemaking process to amend **1G SBCCC 200.1 – General Provisions**. The proposed change addresses options for colleges to make up instructional hours due to adverse weather.

The proposed amendment is published on the NC Community College System's website, www.nccommunitycolleges.edu/sbcccode. For your convenience, a copy of the proposed rule, with the changes indicated, is attached to this memorandum. Strikethroughs indicate deletions of existing language and underlines indicate additions of language. Please post a copy of the proposed rule in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rule. Please note that any person who submits a public comment on behalf of their community college should comply with their college’s local process for submitting comments on a proposed rule. **Written comments on the rule must be received by no later than 5:00 p.m. on 22 August 2019.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on 7 August 2019.** Written comments and requests for hearing shall be directed to the following address: Jonathan Harris, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by **email to publiccomments@nccommunitycolleges.edu**. Thank you for your attention to this matter.

**CC19-034
 E-mail Copy**

Attachments



State Board of Community Colleges Code

Notice of Proposed Rulemaking Form

Date: 23 July 2019

Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed	Amend 1G SBCCC 200.1 – “General Provisions”
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Specify whether the SBCC proposes to adopt amend, or repeal a rule:

Adopt (new rule)	Amend (change existing rule)	Repeal (delete entire rule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Rationale for proposed adoption, amendment or repeal:	We have previously provided guidance to colleges about making up instructional time for adverse weather but have never established a policy in rule. This rule will codify historic practice and provide clarity on the issue of making up time in curriculum education programs.
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Proposed Effective Date of Rule	October 1, 2019
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1G SBCCC 200.1 is proposed for amendment as follows:



**State Board of Community Colleges Code
TITLE 1. COMMUNITY COLLEGES**

CHAPTER G. FULL-TIME EQUIVALENT (FTE)

SUBCHAPTER 200. FTE REPORTING CATEGORIES/CRITERIA

1G SBCCC 200.1 General Provisions

(a) FTE Reporting. As directed by the System Office, colleges shall report FTE enrollment in all course sections scheduled during each academic term reporting period. If a course section is scheduled for a time period that crosses academic term reporting periods, the FTE enrollment shall be reported as follows:

(1) For curriculum course sections that are regularly scheduled, as defined in 1G SBCCC 200.93(b), FTE enrollment shall be reported in the academic term reporting period in which the 10% point of the class falls.

(2) For curriculum course sections that are non-regularly scheduled, as defined in 1G SBCCC 200.93(c), and all continuing education course sections, FTE enrollment shall be reported in the academic term reporting period in which the last day of the course falls.

The System Office shall provide colleges no less than 21 calendar days after the end of the academic term reporting period to submit FTE enrollment data.

(b) Instruction Provided Outside the College’s Service Area. Excluding clinical instruction, a college may provide instruction outside its service area, as established per 1A SBCCC 300, only if the appropriate instructional service agreement is executed consistent with 1D SBCCC 300.6 and 1D SBCCC 400.96. If the instructional service agreement provides for the sharing of FTE, the colleges that are party to the agreement shall prorate the number of FTE reported consistent with the provisions of the agreement and the rules of this Chapter.

(c) Making Up Instructional Hours Due to Adverse Weather. A college is responsible for delivering instruction to meet the learning outcomes of each course it provides. If it is not possible to reschedule all class hours missed due to adverse weather, the

1 instruction may be made up by other alternatives included in the college's adverse
2 weather policy, such as online instruction and alternative assignments. The college
3 must maintain documentation of how instruction was rescheduled or otherwise made
4 up until released from all compliance reviews.

5
6 *History Note: Authority G.S. 115D-5;*

7 *Eff. [May 1, 2017](#)*

8 *Temporary Amendment Eff. [October 19, 2018](#); Temporary Amendment*

9 *Expired. April 17, 2019;*

10 *Amended: _____*



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Peter Hans, President

23 July 2019

MEMORANDUM

TO: Members of the State Board of Community Colleges
 Community College Presidents
 Boards of Trustees Chairs
 Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Continuing Education Officers, Financial Aid Officers, Personnel Directors, Student Development Administrators, Public Information Officers, Registrars, & Other Interested Parties

FROM: Jonathan R. Harris, *NCCCS General Counsel*

RE: **Proposed Amendment of 1E SBCCC 700.4 – College Access Parking & Security (CAPS) Fees**

The State Board of Community Colleges (“SBCC”) has initiated the rulemaking process to amend **1E SBCCC 700.4 – College Access Parking and Security (CAPS) Fees**. The proposed change adds student transportation to the list of permitted uses of CAPS fees.

The proposed amendment is published on the NC Community College System's website, www.nccommunitycolleges.edu/sbcccode. For your convenience, a copy of the proposed rule, with the changes indicated, is attached to this memorandum. Strikethroughs indicate deletions of existing language and underlines indicate additions of language. Please post a copy of the proposed rule in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rule. Please note that any person who submits a public comment on behalf of their community college should comply with their college’s local process for submitting comments on a proposed rule. **Written comments on the rule must be received by no later than 5:00 p.m. on 22 August 2019.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on 7 August 2019.** Written comments and requests for hearing shall be directed to the following address: Jonathan Harris, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by **email to publiccomments@nccommunitycolleges.edu**. Thank you for your attention to this matter.

**CC19-036
 E-mail Copy**

Attachments



State Board of Community Colleges Code

Notice of Proposed Rulemaking Form

Date: 23 July 2019

Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed	Amend 1E SBCCC 700.4 – “College Access Parking and Security (CAPS) Fees”
---	--

Specify whether the SBCC proposes to adopt amend, or repeal a rule:

Adopt (new rule)	Amend (change existing rule)	Repeal (delete entire rule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Rationale for proposed adoption, amendment or repeal:	Will allow colleges to contract with local transportation systems to provide campus access.
--	---

Proposed Effective Date of Rule	October 1, 2019
--	-----------------

1E SBCCC 700.4 is proposed for amendment as follows:



1 **State Board of Community Colleges Code**

2 **TITLE 1. COMMUNITY COLLEGES**

3
4 **CHAPTER E. STUDENT TUITION AND FEES**

5
6 **SUBCHAPTER 700. LOCAL FEES**

7
8 **1E SBCCC 700.4 College Access, Parking and Security (CAPS) Fees**

9 (a) Fee Rates. The local board of trustees is authorized to establish a fee charged to
10 students to use college parking facilities and college property and to promote
11 student access to the campus.

12 (b) Use of CAPS Fee Receipts. CAPS fee receipts shall only be used to support costs
13 ~~of acquiring, constructing, and maintaining the college's parking facilities, parking~~
14 ~~enforcement, and security of college property. Security costs include, but are not~~
15 ~~limited to, salaries, related benefits, and operating costs associated with security~~
16 ~~personnel; contracted security services; vehicles, equipment, and capital~~
17 ~~improvements necessary to secure college property.~~

18 (1) for acquiring, constructing, and maintaining the college's parking facilities;

19 (2) for parking enforcement;

20 (3) for providing student transportation; and

21 (4) for the security of college property.

22 (A) Security costs include, but are not limited to, salaries, related benefits, and
23 operating costs associated with security personnel; contracted security
24 services; vehicles, equipment, and capital improvements necessary to secure
25 college property.

26
27 *History Note:* Authority G.S. 115D-5; G.S. 115D-39;

28 Eff. [May 16, 2014](#).

29 Amended Eff.



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Peter Hans, President

23 July 2019

MEMORANDUM

TO: Members of the State Board of Community Colleges
 Community College Presidents
 Boards of Trustees Chairs
 Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Continuing Education Officers, Financial Aid Officers, Personnel Directors, Student Development Administrators, Public Information Officers, Registrars, & Other Interested Parties

FROM: Jonathan R. Harris, *NCCCS General Counsel*

RE: **Proposed Adoption of 1B SBCCC 100.1 - Definitions**

The State Board of Community Colleges (“SBCC”) has initiated the rulemaking process to adopt a new rule, **1B SBCCC 100.1 – Definitions**. The proposed rule will define four types of instruction. The definitions will be used to clarify which types of instruction can be counted towards enrollment at a multi-campus center for budget FTE purposes. Please see the proposed amendment of **1B SBCCC 200.3 – Establishing Multi-Campus Centers** for further details.

The proposed rule is published on the NC Community College System's website, www.nccommunitycolleges.edu/sbcccode. For your convenience, a copy of the proposed rule is attached to this memorandum. Strikethroughs indicate deletions of existing language and underlines indicate additions of language. Please post a copy of the proposed rule in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rule. Please note that any person who submits a public comment on behalf of their community college should comply with their college’s local process for submitting comments on a proposed rule. **Written comments on the rule must be received by no later than 5:00 p.m. on 22 August 2019.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on 7 August 2019.** Written comments and requests for hearing shall be directed to the following address: Jonathan Harris, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by **email to publiccomments@nccommunitycolleges.edu**. Thank you for your attention to this matter.

**CC19-037
 E-mail Copy**

Attachments



State Board of Community Colleges Code

Notice of Proposed Rulemaking Form

Date: 23 July 2019

Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed	Adopt 1B SBCCC 100.1 – “Definitions”
---	--------------------------------------

Specify whether the SBCC proposes to adopt amend, or repeal a rule:

Adopt (new rule)	Amend (change existing rule)	Repeal (delete entire rule)
X		

Rationale for proposed adoption, amendment or repeal:	Need to revise to reflect the allowable types of instruction for Multi-Campus Center FTE.
--	---

Proposed Effective Date of Rule	October 1, 2019
--	-----------------

1B SBCCC 100.1 is proposed for adoption as follows:



1 **State Board of Community Colleges Code**

2 **TITLE 1. COMMUNITY COLLEGES**

3
4 **CHAPTER B. COLLEGE OPERATIONS**

5
6 **SUBCHAPTER 100. DEFINITIONS**

7
8 **1B SBCCC 100.1 RESERVED FOR FUTURE CODIFICATIONDefinitions**

9 The following definitions apply to this Chapter.

10 (a) "Traditional Instruction" – College curriculum or continuing education course in which
11 100% of the instruction is delivered face to face with the instructor in the physical
12 presence of students.

13 (b) "Online Instruction" – College curriculum or continuing education course in which
14 100% of the instruction is delivered online.

15 (c) "Hybrid Instruction" – College curriculum or continuing education course in which
16 greater than 50%, but less than 100% of the instruction is delivered online.

17 (d) "Blended Instruction" – College curriculum or continuing education course in which
18 less than or equal to 50% of the instruction is delivered online.

19
20 History Note: Authority G.S. 115D-5;

21 Eff.



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Peter Hans, President

23 July 2019

MEMORANDUM

TO: Members of the State Board of Community Colleges
 Community College Presidents
 Boards of Trustees Chairs
 Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Continuing Education Officers, Financial Aid Officers, Personnel Directors, Student Development Administrators, Public Information Officers, Registrars, & Other Interested Parties

FROM: Jonathan R. Harris, *NCCCS General Counsel*

RE: **Proposed Amendment of 1B SBCCC 200.3 – Establishing Multi-Campus Centers**

The State Board of Community Colleges (“SBCC”) has initiated the rulemaking process to amend **1B SBCCC 200.3 – Establishing Multi-Campus Centers**. The proposed change will clarify which types of instruction can be counted towards enrollment at a multi-campus center for budget FTE purposes. The types of instruction will be defined in a proposed new rule, **1B SBCCC 100.1 – Definitions**.

The proposed amendment is published on the NC Community College System's website, www.nccommunitycolleges.edu/sbcccode. For your convenience, a copy of the proposed rule, with the changes indicated, is attached to this memorandum. Strikethroughs indicate deletions of existing language and underlines indicate additions of language. Please post a copy of the proposed rule in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rule. Please note that any person who submits a public comment on behalf of their community college should comply with their college's local process for submitting comments on a proposed rule. **Written comments on the rule must be received by no later than 5:00 p.m. on 22 August 2019.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on 7 August 2019.** Written comments and requests for hearing shall be directed to the following address: Jonathan Harris, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by **email to publiccomments@nccommunitycolleges.edu**. Thank you for your attention to this matter.

Attachments

CC19-038
E-mail Copy



State Board of Community Colleges Code

Notice of Proposed Rulemaking Form

Date: 23 July 2019

Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed	Amend 1B SBCCC 200.3 – “Establishing Multi-Campus Centers”
---	--

Specify whether the SBCC proposes to adopt amend, or repeal a rule:

Adopt (new rule)	Amend (change existing rule)	Repeal (delete entire rule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Rationale for proposed adoption, amendment or repeal:	Need to revise to reflect the allowable types of instruction for Multi-Campus Center FTE.
--	---

Proposed Effective Date of Rule	October 1, 2019
--	-----------------

1B SBCCC 200.3 is proposed for amendment as follows:



1 **State Board of Community Colleges Code**

2 **TITLE 1. COMMUNITY COLLEGES**

3
4 **CHAPTER B. COLLEGE OPERATIONS**

5
6 **SUBCHAPTER 200. PROGRAM ACCOUNTABILITY**

7
8 **1B SBCCC 200.3 Establishing Multi-Campus Centers**

9 (a) Definition. A multi-campus center ("MCC") is a convenience location in the community
10 college service area to provide appropriate population and geographic access for
11 community outreach, testing, faculty and staff offices, as well as literacy, continuing
12 education, and curriculum instruction. Students may complete certificates, diplomas,
13 and associate degrees at MCC locations. Comprehensive instructional support
14 functions including, but not limited to libraries and student development services, are
15 parts of the operation. An MCC must provide students the opportunity to complete at
16 least one associate degree at the MCC.

17 (b) Purpose. The purpose of the SBCC's policy on MCCs is to help ensure that
18 appropriate geographic access to community college programs and services is
19 provided to students while minimizing the unnecessary duplication and proliferation
20 of facilities and while minimizing the negative impact on existing community college
21 campuses and centers.

22 (c) Establishment and Maintenance. To establish and maintain an MCC designation,
23 colleges must satisfy all of the following criteria:

- 24 (1) The MCC is established in a location that provides geographic access to
25 community college programs and services in a location within the college service
26 area that is at least ten (10) miles from the main campus or other MCC locations
27 or the college must provide evidence that the MCC is established in a location
28 where the main campus or other MCC locations cannot adequately provide
29 community college programs and services. This provision only applies to MCCs
30 established after the effective date of this rule.

1B SBCCC 200.3 is proposed for amendment as follows:

- 1 (2) Colleges shall provide programs and services based on evidence of student
2 demand and needs.
- 3 (3) Colleges shall obtain prior approval and maintain approval of the MCC from the
4 Southern Association of Colleges and Schools Commission on Colleges
5 (SACSCOC). Programs and services provided through MCCs shall comply with
6 The Principles of Accreditation: Foundation for Quality Enhancement of
7 SACSCOC.
- 8 (4) County government provides support for maintenance and operation of the MCC
9 physical plant.
- 10 (5) The college has developed an instructional program and services plan including,
11 but not limited to a description of programs, staffing, and instructional support
12 functions.
- 13 (6) The SBCC determines that the MCC is unlikely to have a significant negative
14 impact on institutions contiguous to the MCC. The college shall consult with
15 community college institutions contiguous to the MCC, and the community
16 college institutions that are contiguous to the MCC may provide evidence that the
17 MCC has or is likely to have a significant negative impact on college or program
18 specific enrollment.
- 19 (7) Students enrolled at an MCC must be able to complete at least one associate
20 degree at the MCC.
- 21 (8) Evidence that the duplication of instructional support and other cost expenses
22 are justifiable from cost effectiveness and quality of support services
23 perspectives.
- 24 (9) The MCC must enroll a minimum of 300 (curriculum, occupational extension, or
25 basic skills) budget FTE via ~~face-to-face~~traditional, blended, or hybrid instruction
26 originating from and delivered at that MCC location. If an MCC drops below the
27 minimum budget FTE (Level I MCC minimum is 300 and Level 2 MCC minimum
28 is 1,201), the System Office will provide the college president with a written
29 notification that this drop occurred after that year's budget allocations are
30 approved by the State Board. If the MCC's budget FTE remains below the
31 minimum in the subsequent fiscal year, for a Level 1 MCC, the budget allocation

1B SBCCC 200.3 is proposed for amendment as follows:

1 for that MCC will be reduced by fifty percent (50%), and for a Level 2 MCC, the
 2 budget allocation will be reduced by 50% of the difference between Level 2 and
 3 Level 1 funding. If a Level 2 MCC's budget FTE continues to remain below the
 4 minimum in the third fiscal year, the MCC will be recategorized as a Level 1 MCC
 5 and its budget allocation will be decreased to the Level 1 funding. If a Level 1
 6 MCC's budget FTE continues to remain below the minimum in the third fiscal
 7 year, the MCC will no longer be designated as an MCC, and its budget allocation
 8 will be eliminated. A college must follow the MCC approval process to re-
 9 establish an MCC in any future year.

10 (10) The physical facility or facilities for the MCC must either be owned or leased
 11 on a long-term basis by the college.

12 (d) The College of The Albemarle Dare County Campus and Gaston College Kimbrell
 13 Campus and Textile Technology Center MCCs established by the General Assembly
 14 are exempted from 1B SBCCC 200.3(c)(9).

15 (e) Colleges shall comply with the following steps to obtain approval for MCC
 16 designation.

17 (1) Step 1 – Initial State Board Review and Recommendation. Community colleges
 18 seeking a MCC designation must submit their application to the State Board of
 19 Community Colleges (“State Board”) for approval by September 15th of each
 20 year. Community colleges’ applications shall include information responding to
 21 the criteria specified in 1B SBCCC 200.3(c)(1) - (c)(10).

22 (A) If a community college meets all of the criteria specified in 1B SBCCC
 23 200.3(c), then the State Board shall recommend approval of the MCC
 24 designation.

25 (B) If a community college does not meet all of the criteria specified in 1B SBCCC
 26 200.3(c)(1) – (c)(10), but provides evidence of being able to meet all of the
 27 criteria by the enactment of the budget for that fiscal year, the State Board
 28 shall recommend conditional approval. The State Board’s recommendation
 29 for conditional approval shall specify the criteria in 1B SBCCC 200.3(c)(1) –
 30 (c)(10) the college must satisfy to receive final State Board approval that is
 31 contingent upon the General Assembly appropriating funds.

1B SBCCC 200.3 is proposed for amendment as follows:

- 1 (2) Step 2 - Appropriation of Funds by the General Assembly. If the State Board
2 recommends the MCC for approval or for conditional approval, the System Office
3 shall include the State Board's recommendation in the budget request provided
4 to the Office of State Budget and Management and to the General Assembly. If
5 the General Assembly appropriates funds for the MCC, the State Board's
6 recommendation moves to Step 3. If the General Assembly does not appropriate
7 funds, the college shall annually certify in writing to the System Office by
8 September 15th that there are no changes in the MCC application, and the
9 System Office shall resubmit the college's MCC request as a part of the annual
10 budget process in subsequent years, unless the college withdraws its request.
- 11 (3) Step 3: State Board Approval. If the General Assembly appropriates recurring
12 funds to support the MCC consistent with the existing funding formula and if the
13 college satisfies any conditions specified by the State Board by the enactment of
14 the budget for that fiscal year, the State Board shall approve the MCC
15 designation. If the State Board approves the MCC designation, the State Board
16 shall allocate recurring funds to the college for the newly approved MCC.

17
18 *History Note: Authority G.S. 115D-5;*

19 *Eff. [May 1, 2019](#).*

20 *Amended*.

Public Relations / Marketing Highlights June/July 2019

We're back in the Top Twenty!

SmartAsset has ranked it's top community colleges in the country for 2019 and Montgomery Community College placed 11th overall in terms of graduation and transfer rates, cost, and student/faculty ratio among 796 schools in the country.

WalletHub ranked Montgomery Community College 4th in the state in terms of cost, student-faculty ratio, graduation rate, and return on investment.

MCC on the Cover of Brownells new catalog

As reported in April, MCC's Gunsmithing program won a video contest to be featured on the cover of Brownells Big Book. The catalog is now in print and the inside cover has a short write-up about the college. Kudos Mark Dye and Company.

Other Gunsmithing News

In July a new Instagram page was created for MCC Gunsmithing in an effort to attract more attention to the program since the Facebook page has not been as successful as it has in the past. Alex Williams reports that his posts went from a meager 15 views to over 1000 in a single day after the page had been created.

Gearing Up for Fall Semester

We're ramping up newspaper and Facebook advertising for the fall semester. Besides general advertising, these programs have been featured in ads so far: HVAC, Electrical Systems Technology, Industrial Systems Technology, Phlebotomy, Welding, Information Technology, Basic Law Enforcement Training, and various Continuing Education classes.

Facebook Top Posts for June

Total Likes 2496 (Up 32 from 2464 in May)

Page	Date	Post	Reach	Engagement	% Engaged
MCC	6/27	Bushcraft Camp Photos	2,800	481	17%
MCC	6/27	CTE Building mini-tour	2,600	955	37%

Facebook Top Posts for July

Total Likes 2513 (Up 17 from 2496 in June)

Page	Date	Post	Reach	Engagement	% Engaged
MCC	7/17	Industrial/Electrical Systems ad	1,700	75	4%
MCC	7/10	Maintenance Bldg. groundbreaking	1,200	426	36%
MCC	7/2	HVAC story from tabloid/blog	1,100	260	24%

Instagram Posts for June

Profile Visits	Impressions	Followers Gained Over Previous Month	Total Followers	Emails	Reach
321	7196	25	933	0	2655

**Institutional Status Committee
Wednesday, August 14, 2019
6:25 p.m.**

Committee Members

**Johnny McKinnon, Chairman
Robert Harris, Vice Chairman
Gelynda Capel
Katie Dunlap
Claudia Bulhuis**

Agenda Items:

- **Call to OrderDr. Johnny McKinnon, Chairman**
- **Board Policy Manual..... Dr. Chad Bledsoe**
 - **Section 4 – Appendix G-1 – First Reading**
 - **Policy 2.3.11 – Facility Use – Appendix G-2 – First Reading**
- **Strategic Plan Report 2020-2025 Carol Holton**
- **New Business**
- **Adjourn**

Section 4 – Instructional

- **Part 4.1 – Curriculum Issues and Academic Advising**
 - Policy 4.1.1 – Role of Curriculum Personnel in Academic Governance
 - Policy 4.1.2 – Academic Programs
 - Procedure 4.1.2.1 – Continuing Education Accountability Plan
 - Procedure 4.1.2.2 – Self-Supporting Classes
 - Procedure 4.1.2.3 – Customized Training Programs
 - Policy 4.1.3 – Curriculum Development
 - Procedure 4.1.3.1 – Curriculum Development
 - Policy 4.1.4 – Instructional Service Agreements
 - Policy 4.1.5 – Academic Advising
 - Policy 4.1.6 – Academic Terms
 - Policy 4.1.7 – FTE Reporting
 - Policy 4.1.8 – Class Size
 - Policy 4.1.9 – Making up Canceled Classes

- **Part 4.2 – Miscellaneous**
 - Policy 4.2.1 – Intellectual Property
 - Policy 4.2.2 – Live Client Projects
 - Procedure 4.2.2.1 – Live Client Projects
 - Policy 4.2.3 – Instructional Material Selection
 - Procedure 4.2.3.1 – Surplus Instructional Material
 - Policy 4.2.4 – Instructional Personnel Qualifications
 - Policy 4.2.5 – Field Trips
 - Policy 4.2.6 – Classroom Management
 - Policy 4.2.7 – Accreditation
 - Procedure 4.2.7.1 – Substantive Changes

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
ROLE OF CURRICULUM
PERSONNEL IN ACADEMIC
GOVERNANCE****POLICY
4.1.1**

The College's faculty, in partnership with the administration and consistent with the College's mission, ensure the overall effectiveness of the educational programs. Additionally, faculty are involved in the College's decision-making processes in the following ways:

1. Have primary responsibility for the content, quality, integrity and effectiveness of the curriculum.
2. Participate in program/division level decisions and activities.
3. Participate in College committees based on the President or designee's appointment.
4. Participate in governance bodies, as established, which are designed to provide broad based participation in the College's planning process, educational issues and other related issues.
5. Faculty are generally responsible for ensuring the achievement of appropriate student learning and academic program outcomes. As a result, faculty leaders are responsible for developing initial recommendations concerning changes to existing academic programs. Additionally, faculty shall be given the opportunity to be actively engaged in the study and creation of all new academic programs.

Adopted:

The College is authorized to provide the following academic programs:

- A. Curriculum Programs. Curriculum Programs are organized sequences of courses leading to an associate degree, a diploma or a certificate. All Curriculum Programs are designed to provide education, training, or retraining for the work force.
- B. Continuing Education Programs. Continuing Education Programs provide education and training opportunities. Courses are non-credit, short-term, and are offered in a variety of instructional delivery modes and locations. Included within continuing education programs are:
 - 1. Occupational Extension Courses. Occupational Extension Courses consist of single courses for the specific purposes of training an individual for full or part-time employment, upgrading the skills of persons presently employed and retraining others for new employment in occupational fields.
 - 2. Community Service. Community Service Courses consist of single courses that focus on an individual's personal or leisure needs rather than occupational or professional employment.
 - 3. Self-Supporting Programs. Self-Supporting Programs are specific courses of interest requested by the community or which serve a special need for the community and College.
 - 4. Basic Skills Programs. Basic Skills Programs provide courses for students seeking a high school diploma equivalency, general education development, or other specific types of education services including adult basic education, English as a second language and compensatory education.
 - 5. Customized Training Programs. Customized Training Programs address company-specific training customized for job growth, technology investment or productivity enhancement.
 - 6. Human Resources Development Programs. Human Resources Development Programs provide skill assessment services, employability skills training and career counseling to unemployed and underemployed adults.
 - 7. Learning Laboratory Programs. Learning Laboratory Programs consist of self-instruction using programmed texts, audio visual equipment and other self-instructional materials.

Policy 4.1.2

8. The Small Business Center Program provides training, counseling and referral services especially designed in context and delivery modes for existing and prospective small businesses.

Adopted:

Legal Citation: 1D SBCCC 200.3

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
CURRICULUM
DEVELOPMENT****POLICY
4.1.3**

The President and/or his/her designee shall determine the courses and programs of instruction needed to meet the educational needs of the people in the College's service area and shall determine the effectiveness and efficiency of the programs and services in meeting these needs.

All new programs offered by the College must be approved by the Board of Trustees, the North Carolina Community College System Office, the State Board of Community Colleges and SACSCOC where appropriate. All approved programs and courses should be contained in the College's Catalog. Any programs' continued operation is dependent upon adequate state funds and sufficient enrollment in the program.

The President shall develop procedures for the implementation of this Policy.

Adopted:

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
SERVICE AGREEMENTS****POLICY
4.1.4**

The College may enter into a written instructional service agreement with other community college within the North Carolina Community College System. The service agreement must be drawn in conformance with the State Board Code.

The Board hereby delegates to the President the authority to approve and sign Level I and II service agreements. The Board shall approve any Level III service agreements and they shall be signed by the Board Chair.

Notification of termination of an agreement shall be sent to the System Office prior to the effective termination date.

Adopted:

Legal Citation: 1D SBCCC 400.7

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
ACADEMIC ADVISING****POLICY
4.1.5**

The Vice President for Instruction¹ shall supervise the College's academic advisory system. Academic advisors are College employees who help students plan and complete their academic goals. Academic advisors shall assist students with course selection and requirements for the program of study.

Academic advisors can offer students opportunities to enhance their education by making them aware of the various resources available to them throughout the College community. Academic advisors play an important role in the educational progress of advisees, by continually monitoring and evaluating their progression, as well as helping them clarify their educational goals and values.

Academic advisors shall be familiar with the Board's policies and procedures as well as other academic issues including, but not limited to: grading, course pre-requisites and the College's academic program offerings.

Adopted:

¹ Or another appropriate administrator.

I. Academic Terms

The curriculum calendar year is divided into three academic terms:

- A. Spring Term: January 1 – May 15
- B. Summer Term: May 16 – August 14
- C. Fall Term: August 15 – December 31

II. Beginning and End Date for Academic Terms

The Board of Trustees (“Board”) shall approve the beginning and end date for each academic term within the timeframes set forth in Section I, unless an exception is granted by the System Office President. The System Office President may grant an exception if it does not result in an overlap with another academic term, the ten percent (10%) point of all course sections falls within the corresponding academic term reporting period, and the exception does not negatively impact the College’s ability to meet data reporting requirements.

The academic semester for credit courses shall be designed so that classes may be scheduled to include the number of instructional hours shown in the College catalog and the approved curriculum program of study compliance document, and reported for FTE purposes. Instructional hours include scheduled class, laboratory and clinical sessions. Length of semesters or courses may vary as long as credit and membership hours are assigned consistent with requirements contained in the State Board Code. If necessary to meet the needs of particular constituents (e.g., courses provided at high schools, military bases, prisons, or at the specific request of business), without an exception by the System President, the College may schedule curriculum course sections that fall outside the academic term beginning and end dates, as defined by the Board. If such course sections cross academic term reporting periods, FTE enrollment shall be reported consistent with the provisions of the State Board Code.

Date:

Legal Citation: 1G SBCCC 100.1, 200.93; CC17-017

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
FTE REPORTING****POLICY
4.1.7**

The College shall follow the requirements and provisions for calculating and reporting FTEs for curriculum, continuing education and other applicable classes/programs, as prescribed in the State Board Code.

Adopted:

Legal Citation: SBCC, Title 1, Chapter G, Subchapter 100; [CC17-017](#).

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
CLASS SIZE****POLICY
4.1.8**

The College will endeavor to offer programs that meet the needs of the local community. When possible, all courses will enroll numbers of students adequate to maintain overall fiscally sound program support. This statement does not imply that all classes will have break-even numbers but that the average of all occupational programs will be sufficient to maintain the College's prevailing fiscal stability. When the inability to maintain sound funding is caused by lack of enrollment, program adjustments will be made.

Adopted:

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
MAKING-UP CANCELLED
CLASSES****POLICY
4.1.9**

College classes that are missed or not held for any reason, including inclement weather, natural disasters or other emergencies, should be rescheduled or the instruction should be made-up by some other alternative. Alternatives include: extra class sessions, extended class sessions, online session, individual conferences or others approved by the Vice President of Instruction.

The Vice President of Instruction may schedule make-up days whenever the College is closed beyond four (4) days/evenings due to inclement weather, natural disasters or other emergencies. Instructors will be responsible for making-up instruction by an approved alternative for the first four (4) days.

Instructors who miss class because of educational leave, College business, illness, or other personal emergencies shall make arrangements for class instruction with the Vice President of Instruction (or designee). Instruction should be made up by an approved alternative.

Instruction made-up by an approved alternative for reasons of inclement weather, natural disasters, or other emergencies, illness, personal emergency leave, or educational leave assignments, must be approved by the Vice President of Instruction (or designee) and documented on the instructors' Class Attendance Report to be turned in at the end of the term. Instruction should be made up at a time convenient to the majority of students. No punitive action may be taken against students who are unable to attend make up sessions for legitimate reasons. Students enrolled in dual-enrollment/innovative high school programs shall be excused from classes and offered appropriate alternative assignments when public schools are not in session.

All Continuing Education classes will be rescheduled and documented on the Class Attendance Report. Classes should be made up when convenient to the majority of students. There are no approved alternative methods to make up Continuing Education classes.

Adopted:

MONTGOMERY COMMUNITY COLLEGE	INSTRUCTIONAL INTELLECTUAL PROPERTY	POLICY 4.2.1
---	--	-------------------------

The College acknowledges the ownership rights associated with intellectual property and requires students and employees to adhere to all applicable state and federal laws.

Intellectual property may be defined as any intellectual or creative works that can be copyrighted, trademarked or patented. Such works may include but are not limited to literary, musical, dramatic or artistic works, computer software, multimedia presentations, brand marks or inventions.

I. Works Made for Hire

The College recognizes that the "works made for hire doctrine" applies to College employees. Under this doctrine and this policy, a work made for hire is defined as a work prepared by any employee within the scope of his or her employment. Other works created under the terms of an agreement between the College and a creator may also be deemed works made for hire under that agreement. Works made for hire include any materials that may receive protection under federal patent, copyright, or trademark law. The College retains its ownership of works made for hire and all rights incidental to that ownership except as stated below.

This policy does not include independent works by employees that were not created within the scope of employment and without College support.

II. Academic Exception for Copyrightable Works

The College recognizes an academic exception to the works made for hire doctrine. Unless otherwise determined by the College prior to the creation of the Work, it is the College's policy that employees own and retain the copyright, and all rights incidental to that ownership, to works created for traditional academic purposes regardless of any use of College resources used in making the work.

This exception applies only to works that may be legally registered in the United States Copyright Office, including but not limited to, textbooks, scholarly monographs, trade publications, maps, charts, articles, novels, nonfiction works, supporting materials, artistic works, syllabi, lecture notes, educational software and multimedia. Employees, however, may not use College resources to commercialize or publish a work without written approval from College administration.

For any creative work that falls under this exception, the employee grants and the College retains a perpetual, royalty-free, non-exclusive right to use the work for educational, research and marketing purposes.

This exception does not apply to trademarks, inventions or patent ownership.

III. Student Works

Except as stated herein, the College recognizes that students retain ownership of intellectual property submitted in fulfillment of academic requirements. By enrolling in the College, the student gives the College a perpetual, non-exclusive, royalty-free license to mark, modify, and use, any work as may be required by the process of instruction, or for other educational, research or marketing purposes.

This section does not apply to class or lab notes created by a student.

The College shall retain the ownership of all patentable inventions created by a student in fulfillment of academic requirements under the following conditions: the development of the invention involved substantial use of College resources, including use of facilities, time, and/or other resources.

IV. Other Agreements

In support of its mission, the College, an employee or a student may voluntarily enter into other agreements for ownership of intellectual property or the sharing of royalties. In these instances, the written agreement is controlling, not this policy.

In the case of a work created under the provisions of a grant, the terms of the grant will determine the ownership and all rights incidental to the ownership of the property created, not this policy.

All revenue derived by the College from the creation and production of intellectual property shall be used for educational and research purposes that directly support the College's mission.

V. Dispute Resolution

- A. Prior to creating works using College resources, employees and students should direct intellectual property ownership questions to the appropriate Vice President.
- B. Employees. If issues related to ownership of intellectual property arise and cannot be resolved informally, College employees may seek resolution through Policy 3.3.8 – Employee Grievance Policy. Prior to initiating litigation, both parties will participate in voluntary mediation before a neutral third-party mediator and will equally share the cost of such mediation.

Policy 4.2.1

- C. Students. If issues related to ownership of intellectual property arise and cannot be resolved informally, College students may seek resolution through Policy 5.3.6 – Student Grievance Policy. Prior to initiating litigation, both parties will participate in voluntary mediation before a neutral third-party mediator and will equally share the cost of such mediation.

Adopted:

Live client projects are defined as:

- A. Educational programs in which students, as part of their educational experiences and as part of the instructional course requirements, repair or remodel non-college owned personal or real property; or
- B. Educational programs that construct structures that are sold, produce goods that are sold, or provide services for a fee, such structures, goods or services being the normal and necessary product of learning activities of students.

Live client projects are intended to be used exclusively as an educational and learning activity for students and shall not be used as a revenue generating activity nor compete with commercial businesses.

The President is hereby delegated to develop procedures that are consistent with the State Board Code for live client projects.

Adopted:

Legal Citation: 1H SBCCC 300.1

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
MATERIAL
SELECTION****POLICY
4.2.3**

- A. Overall responsibility for seeing that instructional materials are timely ordered rest with each Dean or designee for their academic department.
- B. Instructors will order instructional materials utilizing the system developed by the College in partnership with the bookstore vendor. At least every four (4) years, the Board shall review the College's mark-up on textbooks and other instructional materials sold through the bookstore to determine if the mark-up is appropriately balanced between affordability for students and other priorities identified by the Board.
- C. Requests for textbooks and other instruction materials are to be made as soon as possible after the next semester schedule is completed. All requests should specify the course in which the textbooks are to be used.
- D. Program Director/Chairperson will be responsible for acquiring textbooks and other instructional materials for adjunct faculty.
- E. Where possible, instructors should be mindful of the cost of instructional materials for students.

Adopted:

Legal Citation: 1H SBCCC 300.3

**MONTGOMERY
COMMUNITY COLLEGE** **INSTRUCTIONAL
INSTRUCTIONAL PERSONNEL
QUALIFICATIONS** **POLICY
4.2.4**

When employing instructional personnel, the College shall adhere to the following criteria:

1. The College shall employ instructional personnel to meet Southern Association of Colleges and Schools' Commissions on Colleges criteria.
2. The College shall determine appropriate teaching and non-teaching loads for instructional personnel to meet Southern Association of Colleges and Schools' Commissions on Colleges criteria.
3. Programs which have additional agency credential requirements will ensure that instructional personnel will meet agency requirements. Examples include, but are not limited to, Emergency Services Training.

Adopted:

Legal Citation: 1C SBCCC 300.97

Field trips are considered a very important aid in the communication of knowledge, ideas, and understanding to students. Instructors are encouraged to plan and make use of this teaching aid.

The following regulations should be observed:

A. Planning

1. Field trips are to be planned in advance, with pre-instruction, post-discussion and evaluation being of prime importance in the planning.
2. The industry, business or destination visited should be engaged in practices which demonstrate something related to the subject matter being covered in the course.
3. All arrangements are to be made by the instructor in advance of the trip.
4. Transportation shall be arranged by the instructor. Students must bear the cost of transportation unless travel is being otherwise arranged by the College in advance.
5. When students on a field trip are to miss classes taught by other instructors at the College, prior approval is to be obtained from the instructors involved. Instructors may exchange class meeting times to make up hours lost if approved.
6. An approved Field Trip Form must be submitted and approved by the Dean or designee and appropriate Vice President at least five (5) days prior to the field trip.
7. Field trips that include minors require additional documentation and approval.

B. Use of Program Area Travel Funds

1. Each program area will be assigned a travel budget for the fiscal year. The Dean or designee is responsible for coordinating and regulating the use of these funds. All requests for use of the funds should be directed to the Program Director/Chairperson prior to the planned trip. Requests for travel reimbursement from State funds, which do not have prior approval by the Program Director/Chairperson and the appropriate Vice President, will not be honored.

2. For in-state travel, out-of-state travel, or other special action, a Travel Authorization Form must be submitted along with the Field Trip Form.

Adopted:

MONTGOMERY COMMUNITY COLLEGE	INSTRUCTIONAL CLASSROOM MANAGEMENT	POLICY 4.2.6
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All College classroom instructors shall adhere to the following provision in carrying out job duties and employment responsibilities.

- A. Promptness – Punctuality is a valuable habit desired by all employers. College employees can help to develop this habit in their students by meeting with their scheduled classes or other meetings at the time designated and by insisting that students also arrive on time. If an instructor fails to meet his/her class within fifteen (15) minutes past the designated starting time, students are to sign their names on a roll and are then excused.
- B. General Housekeeping – Prospective students, student employers and numerous other interested individuals routinely visit the College. It is important that all employees be active in helping to maintain an orderly and well-organized appearance. The proper attitude toward clean and orderly classrooms, shops, labs and other workspaces can be passed on to the student by their instructor's attitude and actions.

Employees can aid the custodial staff by ensuring that:

1. Smoking and the use of smokeless tobacco products are prohibited in all College buildings. Food is not allowed in posted areas.
 2. Paper and other materials which accumulate during the day are picked up prior to leaving the classroom.
 3. All tools are locked in their proper storage place at the end of each class or day and all equipment is secured properly.
 4. Furniture is left in an orderly appearance. In general, disarrangement of a classroom because of teaching activities shall be corrected by the students in the class under the supervision of the instructor in charge.
 5. All labs are secured according to established departmental procedures.
- C. Discipline – Effective discipline must be maintained in all learning environments. Each instructor has the responsibility of handling any discipline problems that arise in class. Extreme cases are to be immediately referred to the appropriate Vice President. Upon request by the instructor, administrators will serve as mediators in extreme or reoccurring disciplinary issues. The College will not condone prolonged disruptive activities by students or groups of students. Student disciplinary matters shall be dealt with pursuant to College policy.

Policy 4.2.6

- D. Professional Appearance – Instructors should always present an appropriate professional image in accordance with the College's policy on Professional Dress (include policy number).
- E. Safety – Every instructor should maintain a proper attitude toward safety. The instructor's attitude and habits toward safety have a profound influence on the habits and attitudes formulated by the students. It is extremely important that the following safety regulations be utilized by all instructors:
1. Safety rules and regulations specific for each program of instruction must be posted on laboratory and shop bulletin boards.
 2. The instructor should demonstrate proper procedures for the use of dangerous equipment. Hazards should always be pointed out in advance. This aspect of safety training is to be utilized prior to any student being allowed to use equipment and machinery.
 3. The instructor must always be present in shops and laboratories when machinery or equipment is being used by students. In the event the instructor must leave the area, another instructor should be placed in charge, or the shop should be locked.
 4. Jewelry or loose clothing should not be worn when operating moving equipment. If neckties are worn, they should be of the bow or breakaway type.
 5. Unauthorized students are prohibited from using equipment and machinery.
 6. Long hair must be tied at the back and placed under a hat or some type of covering while working in any of the vocational shops.
 7. North Carolina law requires that personal protective equipment ("PPE") be worn by students, teachers and visitors to the instructional area where any of the following activities are conducted:
 - a. Working with hot solids, liquids or molten metal.
 - b. Milling, sawing, turning, shaping, cutting or stamping of any solid materials.
 - c. Heat-treating, tempering, or kiln firing of any metal or other material.
 - d. Welding of any type.
 - e. Repairing or servicing any vehicle.

Policy 4.2.6

- f. Using caustic or explosive chemicals or materials.
 - g. Any other class or lab where PPE is required to ensure the safety of students and employees must be worn.
 - h. Storage of classroom materials shall adhere to all OSHA and regulatory standards.
8. Any visitor to a classroom, shop or laboratory, must be accompanied by a College employee.
 9. Student's children are not to be left unattended anywhere on campus and are not permitted to attend classroom sessions unless approved by the Vice President of Instruction.
 10. Special permission must be obtained from the instructor before visitors will be allowed to attend a class or lab session.
- F. Equipment and Furniture – It is the instructor's responsibility to see that the equipment and furniture for each area is maintained. Abuse of equipment or furniture will not be tolerated and reported. Longer life and better care may be derived from equipment and furniture if the instructor will utilize the following practices:
1. Stress the importance and cost of equipment and furniture.
 2. Emphasize that there is a proper tool or piece of equipment for each job.
 3. Demonstrate and utilize recommended preventative maintenance methods. This includes keeping equipment clean and serviced.
 4. Emphasize that equipment and furniture are not to be loaned or removed from the premises for any purpose. Special consideration may be given to this regulation when pre-arranged field trips or other conditions warrant the use of equipment away from the College. Prior approval and prior arrangements must be made with the appropriate administrator.
 5. Report and/or repair damaged or broken equipment whenever possible. Damage, loss and stolen equipment should be reported to the Business Office immediately. New equipment must be checked and processed by the Business Office prior to its disbursement to classrooms or laboratories. Thereafter, the instructor in charge of each area shall be responsible for the accountability and care, of the equipment and furniture in that area.

Policy 4.2.6

Adopted:

**MONTGOMERY
COMMUNITY COLLEGE****INSTRUCTIONAL
ACCREDITATION****POLICY
4.2.7**

The College shall obtain and maintain regional accreditation by the Southern Association of Colleges and Schools' Commissions on Colleges and appropriate program accreditation as determined by the College.

Adopted:

Legal Citation: 1B SBCCC 400.96

The College Administration ensures that the academic calendar, grading policies, cost of attendance, refund policies, and other information that directly affects students will be available in a timely fashion on the College's website and/or in an official College publication.

Reference: SACSCOC Standard 10.2

Adopted:

Montgomery Community College
SGA Report
August 14, 2019 Board of Trustees Meeting

SGA Updates and Highlights

- Student Ambassadors, Director of Student Life and SGA Advisor Jessica Latham, and other college staff attended TroyFest and the Candor Peach Festival to distribute MCC information.
- During the fall term, SGA officers and Advisor Jessica Latham will begin reviewing the SGA Constitution to determine updates that should be made.
- SGA, Ambassadors, and other college staff assisted with the Montgomery County Schools back-to-school event last week.
- 2019-2020 Student Ambassadors will be introduced.

President's Report
August 14, 2019

Activities since the June Board Meeting

6/12/19	Board of Trustees Meeting
6/22/19	Friends in Focus Gala
6/28/19	Retirement Party for Russell Strong at the Forestry Building at 6:00 p.m.
6/29/19	MCC Troyfest Booth
7/10/19	Maintenance Building Groundbreaking Ceremony
7/24-26/19	NCACCP Conference
7/11/19	Strategic Planning Meeting
7/31/19	Strategic Planning Meeting

Upcoming Activities

8/7-10/19	ACCT Conference
8/12-13/19	Quality Trails Professional Development for all MCC Employees
8/14/19	Board of Trustees Meeting
8/20/19	Foundation Scholarship Awards Ceremony
8/21-23/19	NCACCT Conference
8/29-30/19	External Focus Group Meeting
9/6/19	Foundation Dinner and Raffle

Board of Trustees Information

<https://www.montgomery.edu/bot>



Board of Trustees Calendar of Events
2019-2020

August 14, 2019	11:30 a.m.	Foundation Board Meeting
August 14, 2019	5:30 p.m.	Committee/Board Meeting
August 20, 2019	5:30 p.m.	Scholarship Awards Ceremony
September 6, 2019		Foundation Dinner and Raffle
September 11, 2019	5:30 p.m.	Committee/Board Meeting
October 9, 2019	5:30 p.m.	Committee/Board Meeting
November 13, 2019	11:30 a.m.	Foundation Board Meeting
November 13, 2019	5:30 p.m.	Committee/Board Meeting
December 6, 2019	6:30 p.m.	Board Christmas Dinner
December, 2019		No Board Meeting
January 8, 2020	5:30 p.m.	Committee/Board Meeting
February 12, 2020	11:30 a.m.	Foundation Board Meeting
February 12, 2020	5:30 p.m.	Committee/Board Meeting
March 11, 2020	5:30 p.m.	Committee/Board Meeting
April 8, 2020	5:30 p.m.	Committee/Board Meeting
May 6, 2020	11:30 a.m.	Foundation Board Meeting
May 6, 2020	5:00 p.m.	Board of Trustees Meeting
May 6, 2020	7:00 p.m.	Graduation
June 10, 2020	5:30 p.m.	Committee/Board Meeting
July, 2020		No Board Meeting
August 12, 2020	5:30 p.m.	Committee/Board Meeting